



PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions.** The term “Purchaser” means Echelon Supply and Service, Inc. and the term “Seller” means the person, firm, or corporation from whom goods and/or services have been ordered.
2. **Contract.** Any purchase order made by Purchaser includes and is expressly limited to these terms and conditions and all specifications, drawings, data and additional special terms and conditions contained herein, attached hereto or incorporated herein by reference (“Specifications”). Seller’s acceptance of Purchaser’s order becomes a binding contract when it is accepted by Seller. Either an acknowledgement by Seller or the commencement of performance by Seller shall constitute acceptance. Acceptance may only be on the exact terms and conditions set forth herein. No terms stated by Seller in accepting or acknowledging any order made by Purchaser shall be binding upon Purchaser unless accepted in writing by an authorized officer of Purchaser. If an order follows an offer by Seller setting forth Seller’s conditions of sale, Purchaser’s acceptance of Seller’s offer is expressly conditioned on the Seller’s assent to the additional or different conditions set forth herein. Prior to or in the absence of Seller’s assent to Purchaser’s terms and conditions, there shall be no contract between Seller and Purchaser.
3. **Price.** Unless otherwise specified, the prices set forth in an order includes all applicable federal, state and local taxes and all shipping costs, duties and other charges.
4. **Delivery Schedule; Shipment.**
 - (a) **TIME IS OF THE ESSENCE UNDER ANY ORDER MADE BY PURCHASER.** Failure of Seller to make delivery of the Deliverables within the time specified on an order, or within any extension agreed to in writing by Purchaser, shall constitute a breach. In the event of a breach, Purchaser, may in addition to its other rights and remedies, reject any Deliverables and/or terminate its order in whole or in part, and purchase substitute goods and/or services elsewhere and charge Seller with any Loss incurred. “Loss” means every loss, liability, cost, damage and expense, including attorney’s fees and court costs. The term “Deliverables” means all goods and services to be delivered or provided as specified in Purchaser’s order.
 - (b) A notice of shipment shall be sent to Purchaser at the time of shipment which shall state Purchaser’s order number, the kind and number of Deliverables and the route by which the shipment is being made. All Deliverables shall be suitably packed, marked, and shipped in accordance with any shipping instructions specified herein and prepared for shipment to secure the lowest transportation cost in compliance with standard carrier regulations. Seller shall be liable for any difference in freight charge arising from its failure to a) follow any shipping instructions specified herein or b) properly describe the shipment. Purchaser and Seller mutually agree to assist each other in obtaining documents and other information necessary for the prosecution of claims against carrier.
5. **Quantity.** The quantity of Deliverables delivered shall not be greater than the amount specified in Purchaser’s order. Purchaser shall have no obligation to accept or pay for any Deliverables delivered or provided by Seller in excess of that specified in an order. Purchaser may return excess quantities to Seller at Seller’s expense.



6. **Invoices and Payment.** All invoices must show Purchaser's purchase order number and the destination to which the Deliverables were delivered or shipped. If any sales, use, duty, excise or other similar tax or change is applicable to an order for which Purchaser has not furnished or agreed to furnish an exemption certificate, it must be separately itemized on the invoice. Payment shall be made per the terms established on an order. Payment is subject to any adjustment for shortage or rejection of supplied Deliverables.
7. **Responsibility.** Unless otherwise provided in an order, Seller shall have title and bear risk of any loss or damage to any Deliverables purchased hereunder until delivered to Purchaser at the destination specified on the face of an order; or, if no such destination is specified, at Purchaser's principal place of business. Upon such receipt, title shall pass from Seller to Purchaser, provided that passing of such title shall not constitute acceptance of any Deliverables by Purchaser.
8. **Inspection.** All Deliverables delivered hereunder are subject to Purchaser's inspection and acceptance within a responsible time after arrival at the ultimate destination. If any Deliverables are found to be unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet any specifications or any other requirements of an order, Purchaser may, in addition to its other rights and remedies, reject all or some of such Deliverables and require either the replacement or a refund if payment has already been made. Payment for any Deliverables hereunder shall not be construed to be an acceptance thereof. Without limiting the foregoing, Seller shall reimburse Purchaser for a) any amounts paid by Purchaser on account of the purchase price of any non-conforming Deliverables, including any costs incurred by Purchaser in connection with the return of such Deliverables.
9. **Changes; Cancellation.** Purchaser may, at its option, upon written notice to Seller, terminate, reduce or make changes to any order prior to shipment. Upon such notice being given, Seller shall immediately stop performance and Purchaser's only obligation shall be to pay for any Deliverables shipped prior to the cancellation, irrespective of whether such Deliverables cover standard stock merchandise or Deliverables to be manufactured or fabricated to Purchaser's specifications or specifications prepared by Seller for Purchaser.
10. **Standard Warranties.** In addition to and without prejudice to all other warranties, express or implied by law, Seller warrants that all Deliverables delivered or specified within an order (i) will conform to its description and any applicable specifications, (ii) will be free from all defects in material and workmanship, and (iii) will be of good merchandise quality and fit for the purposes for which they are intended. The foregoing warranties are in addition to any additional standard warranty or service guarantee given by Seller to Purchaser. Seller further warrants to Purchaser that all Deliverables made to Purchaser when delivered shall be free and clear of all liens and encumbrances and the Seller has good and marketable title to same with authority to transfer good and marketable title to Purchaser free and clear from any third party liens or claims.
11. **Patents, Trademarks and Copyrights.** In addition to the Standard Warranties set forth above, Seller warrants that the sale or use of the Deliverables will not infringe or contribute to the infringement of any patents, copyrights or trademarks in either the United States or foreign countries.



12. **Default.** All warranties, express or implied, shall survive inspection, acceptance and payment. In the event of Seller's breach of any such warranty, in addition to other rights and remedies available to Purchaser, at law or in equity, Purchaser may return any Deliverables for a full refund, or direct Seller to promptly correct the breach by repairing or replacing the applicable items. Purchaser may also at its option and without prejudice to any of its other rights, cancel any undelivered Deliverables.
13. **Indemnification.** Seller shall indemnify, defend, protect and hold harmless Purchaser from any and all actions, claims, costs, damages, expenses, fees (including attorney fees), investigations, liabilities, losses or suits arising out of or related to (A) any breach of any obligation, representation, warranty or covenant of Seller pursuant to any order by Purchaser, or (B) the Deliverables provided or to be provided pursuant to Purchaser's order, including but not limited to losses which (i) involve any actual or alleged injuries, death, property damage or any other damage of any kind resulting in whole or in part from defective or allegedly defective goods or services; (ii) involve any actual or alleged infringement of any intellectual property rights by reason of the use or sale of any Deliverables, (iii) involve any actual or alleged violation of any law, regulation, rule or ordinance relating to the use or sale of any Deliverables, or (iv) involve any claims of Seller, its agents, representative contractors or employees relating to any actual or alleged injuries, death, property damage or any other damages of any kind sustained in providing the Deliverables.
14. **Liability.** Without limiting Section 13 above, in accepting an order, Seller agrees that he, or it, is an independent contractor for all intents and purposes and that he, or it, will indemnify and hold harmless Purchaser from any claims or damages arising from injury to Seller's employees from any cause whatsoever while in or about Buyer's plant or property, and Seller further agrees to carry all workmen's compensation necessary under Federal or State Statutes and also agrees that none of the individuals whose compensation for service is paid by the Seller shall be deemed to be employed by the Purchaser for the purpose of any tax or contribution levied by Federal or State Government and the Seller accepts exclusive liability for any payroll taxes or contributions imposed by Federal or State laws covering his or its agents or employees.
15. **Limitation of Liability.** Purchaser shall not by reason of termination, cancellation or breach of an order be liable to Seller for any compensation, reimbursement or damages, including in particular, but not limited to, any special, incidental, or consequential damages, either on account of present or prospective profit or sales or anticipated profit or sales, or on account of expenditures, investments or commitments.
16. **Export and Import.** To the extent required by law, Purchaser and Seller shall cooperate with one another to submit to applicable customs authorities, all information and documentation necessary to comply with applicable customs and export and import requirements of each country into which goods will be exported and each country into which they will be imported.
17. **Additional Terms.** **Orders that are subject to a U.S. Department of Defense contract or subcontract shall be subject to Purchaser's Supplemental Purchase Order Terms and Conditions, which are included at the end of these terms and conditions.**
18. **Assignment.** Seller's rights and obligations hereunder may not be assigned without our prior written consent. Any purported assignment in violation of this section shall be void.



19. **Non-Waiver.** Purchaser's failure at any time to require strict performance by Seller of any of the provisions herein shall not waive or diminish our right thereafter to demand strict compliance therewith or with any other provisions. Waivers of any default shall not waive any other default.
20. **Applicable Law.** The rights and duties of the parties shall be governed by the laws of the State of New York. All disputes between Purchaser and Seller relating to the subject matter of an order or the Deliverables shall be resolved exclusively in the federal and state courts located in Onondaga County, New York and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto.
21. **Entire Agreement.** The terms and conditions set forth herein represent the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior communications, representations or agreements, whether written or oral.



SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS FOR FIXED PRICE SUBCONTRACTS AND PURCHASE ORDERS UNDER A UNITED STATES DEPARTMENT OF DEFENSE PRIME CONTRACT

A. INCORPORATION OF FAR AND DFAR CLAUSES

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

This subcontract is entered into by the Parties in support of a U.S. Government or U.S. Department of Defense contract. The following terms, as used in the FAR and DFARS, shall be defined as follows.

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
3. "Contract" means this subcontract.
4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for Echelon Supply and Service's government prime contract under which this Contract is entered..
5. "Contractor" and "Offeror" means the Seller.
6. "Echelon Supply" means "Echelon Supply and Service, Inc.".
7. "Parties" means Purchaser and Seller.
8. "Prime Contract" means the contract between Echelon Supply and the U.S. Government or between Echelon Supply and its immediate higher-tier contractor.
9. "Purchaser" means Echelon Supply.
10. "Subcontract" means any contract placed by the Contractor or lower tier subcontractors under this Contract.

C. NOTES



The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "Echelon Supply" for "Government", "Federal Government", or "United States" throughout this clause.
2. Substitute "Echelon Supply Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Echelon Supply" after "Government" throughout this clause.
4. Insert "or Echelon Supply" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through Echelon Supply.
6. Insert "and Echelon Supply" after "Contracting Officer", throughout the clause.
7. Insert "or Echelon Supply Procurement representative" after "Contracting Officer", throughout the clause.
8. If Seller is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with Echelon Supply relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Echelon Supply may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract, or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

The full text of clauses and provisions may be accessed electronically at the following websites:

FAR Clauses: <https://www.acquisition.gov/browse/index/far>

DFARS Clauses: <https://www.acquisition.gov/dfars>



Regulation	Title	Date	Prescribed at	Applicability
52.202-1	Definitions	JUN 2020	2.201	Insert the clause at 52.202-1, Definitions, in solicitations and contracts that exceed the simplified acquisition threshold.
52.203-3	Gratuities	APR 1984	3.202	The contracting officer shall insert the clause at 52.203-3, Gratuities, in solicitations and contracts with a value exceeding the simplified acquisition threshold, except those for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.
52.203-5	Covenant Against Contingent Fees	MAY 2014	3.404	The contracting officer shall insert the clause at 52.203-5, Covenant Against Contingent Fees, in all solicitations and contracts exceeding the simplified acquisition threshold, other than those for commercial products or commercial services (see Parts 2 and 12).
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020	3.503-2	The contracting officer shall insert the clause at 52.203-6, Restrictions on Subcontractor Sales to the Government, in solicitations and contracts exceeding the simplified acquisition threshold.
52.203-6	Restrictions on Subcontractor Sales to the Government-- Alternate I	NOV 2021	3.503-2	The contracting officer shall insert the clause at 52.203-6, Restrictions on Subcontractor Sales to the Government, in solicitations and contracts exceeding the simplified acquisition threshold. For the acquisition of commercial products and commercial services, the contracting officer shall use the clause with its Alternate I.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020	3.808(b)	Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.



52.203-14	Display of Hotline Poster(s)	OCT 2015	203.1004(b) (2)(ii)	Unless the contract is for the acquisition of a commercial item, use the clause at 252.203-7004, Display of Hotline Posters, in lieu of the clause at FAR 52.203-14, Display of Hotline Poster(s), in solicitations and contracts, if the contract value exceeds \$5.5 million. If the Department of Homeland Security (DHS) provides disaster relief funds for the contract, DHS will provide information on how to obtain and display the DHS fraud hotline poster (see FAR 3.1003). [Note 8 Applies]
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014	203.900	This subpart [203.9] applies to DoD instead of FAR subpart 3.9.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	3.909-3(b)	When using funding subject to the prohibitions in 3.909-1(a), the contracting officer shall— (b)(1) Include the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements, in all solicitations and resultant contracts, other than personal services contracts with individuals. (2) Modify existing contracts, other than personal services contracts with individuals, to include the clause before obligating FY 2015 or subsequent FY funds that are subject to the same prohibition on internal confidentiality agreements or statements.
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011	4.1303	The contracting officer shall insert the clause at 52.204-9, Personal Identity Verification of Contractor Personnel, in solicitations and contracts when contract performance requires contractors to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. The clause shall not be used when contractors require only intermittent access to Federally controlled facilities.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020	4.1403(a)	Except as provided in paragraph (b) of this section, the contracting officer shall insert the clause at 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, in all solicitations and contracts of \$30,000 or more.



52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021	4.1903	The contracting officer shall insert the clause at 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, in solicitations and contracts when the contractor or a subcontractor at any tier 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 and Other Covered Entities	NOV 2021	4.2004	The contracting officer shall insert the clause at 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, in all solicitations and contracts.
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021	4.2105(b)	The contracting officer shall insert the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all solicitations and contracts. [Note 4 Applies in paragraph (b)]
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015	9.108-5(b)	The contracting officer shall include this clause in each solicitation and contract for the acquisition of products or services (including construction).
52.211-5	Material Requirements	AUG 2000	11.304	Insert this clause in solicitations and contracts for supplies that are not commercial products. [Note 2 Applies]
52.211-15	Defense Priority and Allocation Requirements	APR 2008	11.604(b)	Contracting officers shall insert this clause in contracts that are rated orders.
52.211-17	Delivery of Excess Quantities	SEP 1989	11.703(b)	The contracting officer may insert this clause in solicitations and contracts when a fixed-price supply contract is contemplated.
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997	15.408(i)	If the prospective contractor does not propose facilities capital cost of money in its offer, the contracting officer shall insert this clause in the resulting contract.
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021	15.408(l)	(See special instructions for DoD below) Considering the hierarchy at 15.402, the contracting officer shall insert this provision in solicitations if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required. This provision also provides instructions to offerors on how to request an exception from the



				requirement to submit certified cost or pricing data. [Note 2 Applies in paragraph (a)(1)]
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	NOV 2021	15.408(m)	Considering the hierarchy at 15.402, the contracting officer shall insert this clause in solicitations and contracts if it is reasonably certain that certified cost or pricing data or data other than certified cost or pricing data will be required for modifications. This clause also provides instructions to contractors on how to request an exception from the requirement to submit certified cost or pricing data. [Note 2 Applies in paragraphs (a)(1) and (b)]
52.219-8	Utilization of Small Business Concerns	OCT 2018	19.708(a)	Insert this clause in solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold unless— (1) A personal services contract is contemplated (see 37.104); or (2) The contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas. [Note 8 Applies]
52.222-1	Notice to the Government of Labor Disputes	FEB 1997	22.103-5(a)	The contracting officer shall insert this clause in solicitations and contracts that involve programs or requirements that have been designated under 22.101-1(e).
52.222-3	Convict Labor	JUNE 2003	22.202	Insert this clause in solicitations and contracts above the micro-purchase threshold, when the contract will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands; unless— (a) The contract will be subject to 41 U.S.C. chapter 65, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (see subpart 22.6), which contains a separate prohibition against the employment of convict labor;(b) The supplies or services are to be purchased from Federal Prison Industries, Inc. (see subpart 8.6); or(c) The acquisition involves the purchase, from any State prison, of finished supplies that may be secured in the open market or from existing stocks, as distinguished from supplies requiring special fabrication.
52.222-21	Prohibition of Segregated Facilities	APR 2015	22.810(a)(1)	The contracting officer shall insert this clause in the solicitation and contract when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity. [Note 8 applies]



52.222-26	Equal Opportunity	SEP 2016	22.810(e)	The contracting officer shall insert this clause in solicitations and contracts (see 22.802) unless the contract is exempt from all of the requirements of E.O. 11246 (see 22.807(a)). [Note 8 applies]
52.222-35	Equal Opportunity for Veterans	JUN 2020	22.1310(a)(1)	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts if the expected value is \$150,000 or more, except when— (i) Work is performed outside the United States by employees recruited outside the United States; or (ii) The Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, has waived, in accordance with 22.1305(a), or the head of the agency has waived, in accordance with 22.1305(b), all of the terms of the clause. [Note 8 applies]
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	22.1408(a)	Insert this clause in solicitations and contracts that exceed or are expected to exceed \$15,000, except when— (1) Both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island; or (2) The Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause. [Note 8 applies]
52.222-37	Employment Reports on Veterans	JUN 2020	22.1310(b)	Insert this clause in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans. [Note 8 applies]
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016	22.1310(c)	By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C.4212(d)(i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	22.1605	(a) Insert this clause in all solicitations and contracts, including acquisitions for commercial products and commercial services and commercially available off-the-shelf items, except acquisitions— (1) Under the simplified acquisition threshold. For indefinite-quantity contracts, include the clause only if the value of orders



				in any calendar year of the contract is expected to exceed the simplified acquisition threshold; (2) For work performed exclusively outside the United States; or (3) Covered (in their entirety) by an exemption granted by the Secretary. (b) A contracting agency may modify this clause, if necessary, to reflect an exemption granted by the Secretary (see 22.1603(b)). [Note 8 applies]
52.222-41	Service Contract Labor Standards	AUG 2018	22.1006(a)	(1) The contracting officer shall insert this clause in solicitations and contracts (except as provided in paragraph (a)(2) of this section) if the contract is subject to the Service Contract Labor Standards statute and is— (i) Over \$2,500; or (ii) For an indefinite dollar amount and the contracting officer does not know in advance that the contract amount will be \$2,500 or less. (2) The contracting officer shall not insert this clause if the contract is administratively exempted by the Secretary of Labor or by 41 U.S.C. 356 as interpreted in Subpart C of 29 CFR Part 4. [Note 8 applies]
52.222-50	Combating Trafficking in Persons	NOV 2021	22.1705(a)(1)	Insert this clause in all solicitations and contracts. [Note 2 applies. In paragraph (e) Note 3 applies]
52.222-54	Employment Eligibility Verification	MAY 2022	22.1803	Insert this clause in all solicitations and contracts that exceed the simplified acquisition threshold, except those that—(a) Are only for work that will be performed outside the United States;(b) Are for a period of performance of less than 120 days; or(c) Are only for—(1) Commercially available off-the-shelf items;(2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of “commercial product” at 2.101);(3) Items that would be COTS items if they were not bulk cargo; or(4) Commercial services that are—(i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);(ii) Performed by the COTS provider; and(iii) Are normally provided for that COTS item. [Note 8 applies]
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022	22.2110	Insert this clause in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia).



52.223-3	Hazardous Material Identification & Material Safety Data	FEB 2021	23.303(a)	The contracting officer shall insert this clause in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in 23.301. [Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies]
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	JUN 2016	23.804(a)(1)	Except for contracts for supplies that will be delivered outside the United States and its outlying areas, or contracts for services that will be performed outside the United States and its outlying areas, the contracting officer shall insert this clause in solicitations and contracts for— (i) Refrigeration equipment (in product or service code (PSC) 4110); (ii) Air conditioning equipment (PSC 4120); (iii) Clean agent fire suppression systems/equipment (e.g., installed room flooding systems, portable fire extinguishers, aircraft/tactical vehicle fire/explosion suppression systems) (in PSC 4210); (iv) Bulk refrigerants and fire suppressants (in PSC 6830); (v) Solvents, dusters, freezing compounds, mold release agents, and any other miscellaneous chemical specialty that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (in PSC 6850); (vi) Corrosion prevention compounds, foam sealants, aerosol mold release agents, and any other preservative or sealing compound that may contain ozone-depleting substances or high global warming potential hydrofluorocarbons (in PSC 8030); (vii) Fluorocarbon lubricants (primarily aerosols) (in PSC 9150); and (viii) Any other manufactured end products that may contain or be manufactured with ozone-depleting substances.
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	JUN 2020	23.1105	The contracting officer shall insert this clause in all solicitations and contracts. [Note 8 applies]
52.225-1	Buy American Act--Supplies	MAY 2014	225.1101 (2)(i)	Use the basic or the alternate of the clause at 252.225-7001, Buy American and Balance of Payments Program, instead of the clause at FAR 52.225-1, Buy American—Supplies, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless— (A) All line items will be acquired from a particular source or sources under the authority of FAR 6.302-3;



				(B) All line items require domestic or qualifying country end products in accordance with subpart 225.70, but note that this exception does not apply if subpart 225.70 only requires manufacture of the end product in the United States or in the United States or Canada, without a corresponding requirement for use of domestic components; (C) (See special instructions in cell below, prior to using this exception) The acquisition is for supplies for use within the United States and an exception to the Buy American statute applies, e.g., nonavailability or public interest (see FAR 25.103 and 225.103); (D) The acquisition is for supplies for use outside the United States and an exception to the Balance of Payments Program applies (see 225.7501); (E) One or more of the basic or the alternates of the following clauses will apply to all line items in the contract: (1) 252.225-7021, Trade Agreements. (2) 252.225-7036, Buy American—Free Trade Agreements—Balance of Payments Program; or (F) All line items will be acquired using a procedure specified in 225.7703-1(a). [Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c)]
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021	25.1103(a)	Insert this clause in solicitations and contracts, unless an exception applies.
52.227-9	Refund of Royalties	APR 1984	27.202-5(c)	Insert this clause in negotiated fixed-price solicitations and contracts when royalties may be paid under the contract. If a fixed-price incentive contract is contemplated, change "price" to "target cost and target profit" wherever it appears in the clause. The clause may be used in cost-reimbursement contracts where agency approval of royalties is necessary to protect the Government's interests. [Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies]
52.227-10	Filing of Patent Applications—Classified Subject Matter	DEC 2007	27.203-2	Insert this clause in all classified solicitations and contracts and in all solicitations and contracts where the nature of the work reasonably might result in a patent application containing classified subject matter.



52.229-3	Federal, State, and Local Taxes	FEB 2013	29.401-3	(a) Except as provided in paragraph (b) of this section, insert the clause at 52.229-3, Federal, State, and Local Taxes, in solicitations and contracts if— (1) The contract is to be performed wholly or partly in the United States or its outlying areas; (2) A fixed-price contract is contemplated; and (3) The contract is expected to exceed the simplified acquisition threshold.
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021	32.009-2	Insert this clause in all solicitations and contracts. [Note 1 applies. This clause does not apply if Echelon Supply does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments]
52.242-13	Bankruptcy	JUL 1995	42.903	The contracting officer shall insert this clause in all solicitations and contracts exceeding the simplified acquisition threshold. [Notes 1 and 2 apply]
52.242-15	Stop-Work Order	AUG 1989	42.1305(b)(1)	The contracting officer may, when contracting by negotiation, insert this clause in solicitations and contracts for supplies, services, or research and development. [Notes 1 and 2 apply]
52.243-1	Changes—Fixed Price	AUG 1987	43.205(a)(1)	The contracting officer shall insert this clause in solicitations and contracts when a fixed-price contract for supplies is contemplated. [(Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services]
52.244-5	Competition in Subcontracting	DEC 1996	44.204(c)	The contracting officer shall, when contracting by negotiation, insert this clause in solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold, unless— (1) A firm-fixed-price contract, awarded on the basis of adequate price competition or whose prices are set by law or regulation, is contemplated; or (2) A time-and-materials, labor-hour, or architect-engineer contract is contemplated.
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022	44.403	The contracting officer shall insert this clause in solicitations and contracts other than those for commercial products and commercial services



52.245-1	Government Property	JAN 2017	DFARS 245.107(1)(i)	In lieu of the prescription at FAR 45.107(d), use the clause at FAR 52.245-1, Government Property, in all purchase orders for repair, maintenance, overhaul, or modification of Government property regardless of the unit acquisition cost of the items to be repaired.
52.246-2	Inspection of Supplies—Fixed-Price	AUG 1996	46.302	The contracting officer shall insert this clause in solicitations and contracts for supplies, or services that involve the furnishing of supplies, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The contracting officer may insert the clause in such solicitations and contracts when the contract amount is expected to be at or below the simplified acquisition threshold and inclusion of the clause is in the Government's interest. [Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.]
52.246-4	Inspection of Services—Fixed-Price	AUG 1996	46.304	The contracting officer shall insert this clause in solicitations and contracts for services, or supplies that involve the furnishing of services, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The contracting officer may insert the clause in such solicitations and contracts when the contract amount is expected to be at or below the simplified acquisition threshold and inclusion is in the Government's interest. [Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies]
52.246-11	Higher-Level Contract Quality Requirement	DEC 2014	46.311	(a) The contracting officer shall insert this in solicitations and contracts when the inclusion of a higher-level contract quality requirement is necessary (see 46.202-4). (b) For each higher-level quality standard, the contracting officer shall fill in the title, number, date, and tailoring (if any).
52.246-15	Certificate of Conformance	APR 1984	46.315	The contracting officer shall insert this clause in solicitations and contracts for supplies or services when the conditions in 46.504 apply.



52.246-16	Responsibility for Supplies	APR 1984	46.316	The contracting officer shall insert this clause in solicitations and contracts for (a) supplies, (b) services involving the furnishing of supplies, or (c) research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The contracting officer may insert the clause in such solicitations and contracts when the contract amount is not expected to exceed the simplified acquisition threshold and inclusion of the clause is authorized under agency procedures.
52.246-26	Reporting Nonconforming Items	NOV 2021	46.317	(a) Except as provided in paragraph (b) of this section, the contracting officer shall insert the clause at 52.246-26, Reporting Nonconforming Items, in solicitations and contracts - as follows: (1) For an acquisition by any agency, including the Department of Defense, of— (i) Any items that are subject to higher-level quality standards in accordance with the clause at 52.246-11, Higher-Level Contract Quality Requirement; (ii) Any items that the contracting officer, in consultation with the requiring activity determines to be critical items for which use of the clause is appropriate; (2) In addition (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)), for an acquisition that exceeds the simplified acquisition threshold and is by, or for, the Department of Defense of electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (a)(1) of this section; or (3) For the acquisition of services, if the contractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (a)(1) through (a)(2) of this section.(b) The contracting officer shall not insert the clause at 52.246-26, Reporting Nonconforming Items, in solicitations and contracts when acquiring— (1) Commercial items using part 12 procedures; or (2) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.(c) If required by agency policy, the contracting officer may modify paragraph (b)(4) of the clause at 52.246-26, but only to change the responsibility for the contractor to submit reports to the agency rather than to Government-Industry Data Exchange Program (GIDEP), so



				that the agency instead of the contractor submits reports to GIDEP within the mandatory 60 days.
52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003	47.405	The contracting officer shall insert this clause in solicitations and contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract. This clause does not apply to contracts awarded using the simplified acquisition procedures in Part 13 or contracts for commercial products (see Part 12).
52.248-1	Value Engineering	JUN 2020	48.201(b)	The contracting officer shall insert this clause in solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold. Unless the chief of the contracting office authorizes its inclusion, the contracting officer shall not include this clause in solicitations and contracts— (1) For research and development other than full-scale development; (2) For engineering services from not-for-profit or nonprofit organizations; (3) For personal services (see Subpart 37.1); (4) Providing for product or component improvement, unless the value engineering incentive application is restricted to areas not covered by provisions for product or component improvement; (5) For commercial products (see Part 11) that do not involve packaging specifications or other special requirements or specifications; or (6) When the agency head has exempted the contract (or a class of contracts) from the requirements of this Part 48. [Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "Echelon Supply" in the phrase "Government costs."]
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984	49.502(a)(1)	The contracting officer shall insert this clause in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is not expected to exceed the simplified acquisition threshold, except— (i) If use of the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form) is appropriate, (ii) In contracts for research and development work with an educational or nonprofit institution on a no-profit basis, (iii) In contracts for



				architect-engineer services, or(iv) If one of the clauses prescribed or cited at 49.505(a) or (c), is appropriate. [Note 2 applies]
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012	49.502(b)(1)(i)	The contracting officer shall insert this clause in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold except in contracts for — (A) Dismantling and demolition, (B) Research and development work with an educational or nonprofit institution on a no-profit basis, or (C) Architect-engineer services; it shall not be used if the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form), is appropriate (see 49.502(c)), or one of the clauses prescribed or cited at 49.505(a) or (c), is appropriate. [Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "LOCKHEED MARTIN and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." "In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.]
52.249-4	Termination for Convenience of the Government (Services) (Short Form)	APR 1984	49.502(c)	The contracting officer shall insert this clause in solicitations and contracts for services, regardless of value, when a fixed-price contract is contemplated and the contracting officer determines that because of the kind of services required, the successful offeror will not incur substantial charges in preparation for and in carrying out the contract, and would, if terminated for the convenience of the Government, limit termination settlement charges to services rendered before the date of termination. Examples of services where this clause may be appropriate are contracts for rental of unreserved



				parking space, laundry and dry cleaning, etc. [Notes 1 and 2 apply]
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984	49.504(a)(1)	The contracting officer shall insert this clause in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to exceed the simplified acquisition threshold. The contracting officer may use the clause when the contract amount is at or below the simplified acquisition threshold, if appropriate (e.g., if the acquisition involves items with a history of unsatisfactory quality). [(Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.]
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011	203.171-4(a)	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items.
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008	203.570-3	Use this clause in all solicitations and contracts exceeding the simplified acquisition threshold, except solicitations and contracts for commercial items. [The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Echelon Supply not the Government. In paragraph (f), note 5 applies.]
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013	203.970	Use this clause in all solicitations and contracts.
252.203-7003	Agency Office of the Inspector General	AUG 2019	203.1004(a)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items that include the FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct.



252.203-7004	Display of Hotline Posters	AUG 2019	203.1004(b)(2)(ii)	Unless the contract is for the acquisition of a commercial item, use this clause in lieu of the clause at FAR 52.203-14, Display of Hotline Poster(s), in solicitations and contracts, if the contract value exceeds \$6.0 million. If the Department of Homeland Security (DHS) provides disaster relief funds for the contract, DHS will provide information on how to obtain and display the DHS fraud hotline poster (see FAR 3.1003).
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019	204.7304(c)	Use this clause, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except for those that are solely for the acquisition of COTS items*.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016	204.7403(b)	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021	204.2105(c)	Use the clause at 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, in all solicitations and resultant awards, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, and solicitations and awards for task and delivery orders, BOAs, orders against BOAs, BPAs, and calls against BPAs.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	MAR 2022	204.7304(e)	Use the clause at 252.204-7020, NIST SP 800-171 DoD Assessment Requirements, in all solicitations and contracts, task orders, or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for those that are solely for the acquisition of COTS items*.
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	NOV 2020	204.7503(a) and (b)	Use the clause at 252.204-7021, Cybersecurity Maturity Model Certification Requirements, as follows: (a) Until September 30, 2025, in solicitations and contracts or task orders or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for solicitations and contracts or orders solely for the acquisition of commercially available off-the-shelf (COTS) items, if the requirement document or statement of work requires a contractor to have a specific CMMC level. In order to implement a phased rollout of CMMC, inclusion of a CMMC requirement in a solicitation during this time period must be



				approved by OUSD(A&S). (b) On or after October 1, 2025, in all solicitations and contracts or task orders or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for solicitations and contracts or orders solely for the acquisition of COTS items.
252.209-7010	Critical Safety Items	AUG 2011	209.270-5	The contracting officer shall insert this clause in solicitations and contracts when the acquisition includes one or more items designated by the design control activity as critical safety items.
252.211-7003	Item Unique Identification and Valuation	MAR 2022	211.274-6(a)(1)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for supplies, and for services involving the furnishing of supplies, unless the conditions in 211.274-2(b) apply.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)--Basic	DEC 2019	219.708(b)(1)(A) and (b)(1)(A)(1)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that contain the basic, alternate I, or alternate II version of the clause at FAR 52.219-9, Small Business Subcontracting Plan.
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010	222.7405	Use this clause in all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million utilizing funds appropriated or otherwise made available by the Defense Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118) or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items, including commercially available off-the-shelf items.
252.223-7001	Hazard Warning Labels	DEC 1991	223.303	Use this clause in solicitations and contracts which require submission of hazardous material data sheets (see FAR 23.302(c)).
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013	223.7306	Unless an exception in 223.7304 applies, or use has been authorized in accordance with 223.7305, use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are for supplies, maintenance and repair services, or construction. [Note 2 Applies]



252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018	225.1103(4)	Unless an exception in 225.770-3 applies, use the clause at 252.225-7007, Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies, in solicitations and contracts involving the delivery of items covered by the United States Munitions List or the 600 series of the Commerce Control List.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019	225.7003-5(a)(2)	Unless the acquisition is wholly exempt from the specialty metals restrictions at 225.7003-2 because the acquisition is covered by an exception in 225.7003-3(a) or (d) (but see 225.7003-5(d))— (2) Use the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that— (i) Exceed the simplified acquisition threshold; and (ii) Require delivery of any of the following items, or components of the following items, if such items or components contain specialty metal: (A) Aircraft. (B) Missile or space systems. (C) Ships. (D) Tank or automotive items. (E) Weapon systems. (F) Ammunition.
252.225-7012	Preference for Certain Domestic Commodities	APR 2022	225.7002-3(a)	Unless an exception at 225.7002-2 applies, use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	JUN 2011	225.7009-5	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, unless— (a) The items being acquired are commercial items other than ball or roller bearings acquired as end items; (b) The items being acquired do not contain ball and roller bearings; or (c) A waiver has been granted in accordance with 225.7009-4. [Note 1 applies to subparagraph (a) (2)]
252.225-7021	Trade Agreements--Basic	MAR 2022	225.1101(6) and (6)(i)	(For DoD specific guidance see cell below.) Except as provided in 225.1101(6)(iv), use this clause instead of the clause at FAR 52.225-5, Trade Agreements, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, if the World Trade Organization Government Procurement Agreement applies, i.e., the acquisition is of end products listed at



				225.401-70, the value of the acquisition equals or exceeds \$182,000, and none of the exceptions at 25.401(a) applies. (i) Use the basic clause in solicitations and contracts that are not of end products in support of operations in Afghanistan, or that include the clause at 252.225-7024, Requirement for Products or Services from Afghanistan.
252.225-7048	Export-Controlled Items	JUNE 2013	225.7901-4	Use this clause in all solicitations and contracts.
252.227-7013	Rights in Technical Data-- Noncommercial Items	FEB 2014	227.7103-6(a)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when the successful offeror(s) will be required to deliver to the Government technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs (in which case the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense). Do not use the clause when the only deliverable items are computer software or computer software documentation (see 227.72), commercial items developed exclusively at private expense (see 227.7102-4), existing works (see 227.7105), special works (see 227.7106), or when contracting under the Small Business Innovation Research Program (see 227.7104). Except as provided in 227.7107-2, do not use the clause in architect-engineer and construction contracts.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation-- Alternate I	JUN 1995	227.7203-6(a)(2)	Use the clause with its Alternate I in research contracts when the contracting officer determines, in consultation with counsel, that public dissemination by the contractor would be—(i) In the interest of the Government; (ii) Facilitated by the Government relinquishing its right to publish the work for sale, or to have others publish the work for sale on behalf of the Government.



252.227-7015	Technical Data--Commercial Items	FEB 2014	227.7102-4(a)(1)	Except as provided in 227.7102-4(b), use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when the contractor will be required to deliver technical data pertaining to commercial items, components, or processes.
252.227-7016	Rights in Bid or Proposal Information	JAN 2011	227.7103-	Use this clause in solicitations and contracts that include the clause at 252.227-7013.
252.227-7016	Rights in Bid or Proposal Information	JAN 2011	227.7203-6	Use this clause in solicitations and contracts that include the clause at 252.227-7014.
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013	227.7103-6(c)	Use this clause in solicitations and contracts when it is anticipated that the Government will provide the contractor (other than a litigation support contractor covered by 252.204-7014), for performance of its contract, technical data marked with another contractor's restrictive legend(s). [For paragraph (c)(1), note 3 applies]
252.227-7030	Technical Data--Withholding of Payment	MAR 2000	227.7103-6(e)(2)	Use this clause in solicitations and contracts that include the clause at 252.227-7013. [Notes 1 and 2 apply to (a); Note 4 applies to (b)]
252.227-7037	Validation of Restrictive Markings on Technical Data	APR 2022	227.7102-4(c)	Use this clause in solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items that include the clause at 252.227-7015 or the clause at 252.227-7013.
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016	227.7103-6(e)(3)	Use this clause in solicitations and contracts that include the clause at 252.227-7013.
252.231-7000	Supplemental Cost Principles	DEC 1991	231.100-70	Use this clause in all solicitations and contracts, which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7.
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020	232.009-2	Use the clause at 252.232-7017, Accelerating Payments to Small Business Subcontractors—Prohibition on Fees and Consideration, in solicitations and contracts, including those using FAR part 12 procedures for the acquisition of commercial items, that include the clause at FAR 52.232-40, Providing



				Accelerated Payments to Small Business Subcontractors. [Note 1 applies]
252.243-7001	Pricing of Contract Modifications	DEC 1991	243.205-70	Use this clause in solicitations and contracts when anticipating and using a fixed price type contract.
252.244-7000	Subcontracts for Commercial Items	JAN 2021	244.403	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items.
252.246-7003	Notification of Potential Safety Issues	JUN 2013	246.370(a)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, for the acquisition of— (1) Repairable or consumable parts identified as critical safety items; (2) Systems and subsystems, assemblies, and subassemblies integral to a system; or (3) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016	246.870-3(a)	(1) Except as provided in paragraph (a)(2) of this section, use this clause in solicitations and contracts when procuring— (i) Electronic parts; (ii) End items, components, parts, or assemblies containing electronic parts; or (iii) Services where the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service. (2) Do not use the clause in solicitations and contracts that are set aside for small business. [Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.]
252.246-7008	Sources of Electronic Parts	MAY 2018	246.870-3(b)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, when procuring— (1) Electronic parts; (2) End items, components, parts, or assemblies containing electronic parts; or (3) Services, if the contractor will supply electronic parts or components, parts, or



				assemblies containing electronic parts as part of the service. [Note 1 applies except in paragraph (d). Note 2 applies]
252.247-7023	Transportation of Supplies by Sea--Basic	FEB 2019	247.574(b) and (b)(1)	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except those for direct purchase of ocean transportation services. (1) Use the basic clause unless any of the supplies to be transported are commercial items that are— (i) Shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract; or (ii) Commissary or exchange cargoes transported outside of the Defense Transportation System when the contract is not a construction contract. [Notes 1 and 2 apply to paragraph (g)]
252.247-7023	Transportation of Supplies by Sea--Alternate I	FEB 2019	247.574(b) and (b)(2)	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except those for direct purchase of ocean transportation services. (2) Use the alternate I clause if any of the supplies to be transported are commercial items that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract.
252.249-7002	Notification of Anticipated Contract Termination or Reduction	JUN 2020	249.7004	Use the clause at 252.249-7002, Notification of Anticipated Contract Termination or Reduction, in all contracts under a major defense program. [Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2)]



Additional Requirements for Subcontracts that Exceed \$15,000

52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	22.1408(a)	<p>(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus)</p> <p>Insert this clause in solicitations and contracts that exceed or are expected to exceed \$15,000, except when—</p> <p>(1) Both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island; or</p> <p>(2) The Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause.</p>
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Additional Requirements for Subcontracts that Exceed \$35,000

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021	9.409	<p>The contracting officer shall insert the clause at 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$35,000.</p>
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Additional Requirements for Subcontracts that Exceed \$150,000

52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020	3.503-2	<p>The contracting officer shall insert the clause at 52.203-6, Restrictions on Subcontractor Sales to the Government, in solicitations and contracts exceeding the simplified acquisition threshold.</p>
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52.203-7	Anti-Kickback Procedures	JUN 2020	3.502-3	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding the simplified acquisition threshold, other than those for commercial products or commercial services (see Part 12).
52.215-2	Audit and Records—Negotiation	JUN 2020	15.209(b)(1)	Unless the use of this clause with its Alternate I is required, the contracting officer shall insert this clause in solicitations and contracts except those for— (i) Acquisitions not exceeding the simplified acquisition threshold; (ii) The acquisition of utility services at rates not exceeding those established to apply uniformly to the general public, plus any applicable reasonable connection charge; or (iii) The acquisition of commercial products and commercial services exempted under 15.403-1. [Note 3 Applies]
52.215-14	Integrity of Unit Prices	NOV 2021	15.408(f)(1)	The contracting officer shall insert this clause in solicitations and contracts except for— (i) Acquisitions at or below the simplified acquisition threshold; (ii) Construction or architect-engineer services under part 36; (iii) Utility services under part 41; (iv) Service contracts where supplies are not required; (v) Acquisitions of commercial products and commercial services; and (vi) Contracts for petroleum products.
52.219-8	Utilization of Small Business Concerns	OCT 2018	19.708(a)	Insert this clause in solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold unless— (1) A personal services contract is contemplated (see 37.104); or (2) The contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.
52.222-35	Equal Opportunity for Veterans	JUN 2020	22.1310(a)(1)	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts if the expected value is \$150,000 or more, except when— (i) Work is performed outside the United States by employees recruited outside the United States; or (ii) The Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, has waived, in accordance with 22.1305(a), or the head



				of the agency has waived, in accordance with 22.1305(b), all of the terms of the clause.
52.222-37	Employment Reports on Veterans	JUN 2020	22.1310(b)	Insert this clause in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010	22.1605	(a) Insert this clause in all solicitations and contracts, including acquisitions for commercial products and commercial services and commercially available off-the-shelf items, except acquisitions— (1) Under the simplified acquisition threshold. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; (2) For work performed exclusively outside the United States; or (3) Covered (in their entirety) by an exemption granted by the Secretary. (b) A contracting agency may modify this clause, if necessary, to reflect an exemption granted by the Secretary (see 22.1603(b)).
52.222-54	Employment Eligibility Verification	MAY 2022	22.1803	Insert this clause in all solicitations and contracts that exceed the simplified acquisition threshold, except those that—(a) Are only for work that will be performed outside the United States;(b) Are for a period of performance of less than 120 days; or(c) Are only for—(1) Commercially available off-the-shelf items;(2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of “commercial product” at 2.101);(3) Items that would be COTS items if they were not bulk cargo; or(4) Commercial services that are—(i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);(ii) Performed by the COTS provider; and(iii) Are normally provided for that COTS item.
52.227-1	Authorization and Consent	JUN 2020	27.201-2(a)(1)	Insert this clause in solicitations and contracts except that use of the clause is—(i) Optional when using simplified acquisition procedures; and(ii) Prohibited when both complete performance and delivery are outside the United States.



52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020	27.201-2(b)	Insert this clause in all solicitations and contracts that include the clause at 52.227-1, Authorization and Consent. [Notes 2 and 4 apply]
52.227-3	Patent Indemnity	JUN 2020	27.201-2(c)(1)	Insert this clause in solicitations and contracts that may result in the delivery of commercial products or the provision of commercial services, unless— (i) Part 12 procedures are used; (ii) The simplified acquisition procedures of Part 13 are used; (iii) Both complete performance and delivery are outside the United States; or (iv) The contracting officer determines after consultation with legal counsel that omission of the clause would be consistent with commercial practice.
Additional Requirements for Subcontracts that Exceed \$750,000				
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010	15.408(g)	The contracting officer shall insert this clause in solicitations and contracts for which it is anticipated that certified cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to part 31.
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005	15.408(j)	The contracting officer shall insert this clause in solicitations and contracts for which it is anticipated that certified cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to part 31.
52.215-19	Notification of Ownership Changes	OCT 1997	15.408(k)	The contracting officer shall insert this clause in solicitations and contracts for which it is contemplated that certified cost or pricing data will be required or for which any pre-award or post-award cost determination will be subject to Subpart 31.2. [Note 5 Applies]



52.219-9	Small Business Subcontracting Plan	NOV 2021	19.708(b)(1)	Insert this clause in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$750,000 (\$1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program. [Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.]
52.219-16	Liquidated Damages - Subcontracting Plan	SEP 2021	19.708(b)(2)	Insert this clause in all solicitations and contracts containing the clause at 52.219-9, Small Business Subcontracting Plan, or the clause with its Alternate I, II, or III.
Additional Requirements for Subcontracts that Exceed \$2,000,000				
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011	15.408(b)	The contracting officer shall, when contracting by negotiation, insert this clause in solicitations and contracts when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor (see 15.403-4). Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Echelon Supply" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data— Modifications (DEVIATION 2022-O0001)	OCT 2021	CD 2022-O0001	Contracting officers shall use the deviation version of this clause in lieu of the basic clause. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "Echelon Supply" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)



52.215-12	Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)	OCT 2021	CD 2022-O0001	Use the clause 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001)(OCT 2021), in lieu of the clause at FAR 52.215-12, in solicitations and contracts when FAR clause 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data, is included
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (DEVIATION 2022-O0001)	OCT 2021	CD 2022-O0001	Use the clause 52.215-13 Subcontractor Certified Cost or Pricing Data--Modifications (DEVIATION 2022-O0001)(OCT 2021) in lieu of the clause at FAR 52.215-13, in solicitations and contracts when clause 52.215-11, Price Reduction for Defective Certified Cost or Pricing Data—Modifications(DEVIATION 2022-O0001) is included.
52.230-2	Cost Accounting Standards	JUN 2020	30.201-4(a)(1)	The contracting officer shall insert this clause in negotiated contracts, unless the contract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), the contract is subject to modified coverage (see 48 CFR 9903.201-2 (FAR Appendix)), or the clause prescribed in paragraph (c) of this subsection is used.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	JUN 2020	30.201-4(b)(1)	Insert this clause in negotiated contracts when the contract amount is over \$2 million, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix)), unless the clause prescribed in paragraph (c) of this subsection is used.
52.230-6	Administration of Cost Accounting Standards	JUNE 2010	30.201-4(d)(1)	The contracting officer shall insert this clause in contracts containing any of the clauses prescribed in paragraphs (a), (b), (c), or (e) of this subsection.
Additional Requirements for Subcontracts that Exceed \$6,000,000				
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021	3.1004(a)	Insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.



52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—



(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being



provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and E
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. planation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the pro- posed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.