



**GENERAL TERMS AND CONDITIONS OF SOLICITATION/ PURCHASE FOR
COMMERCIAL ITEMS PURCHASED UNDER U.S. GOVERNMENT CONTRACTS
(Version 1/2023)**

1. ACCEPTANCE AND TERMS AND CONDITIONS

- A. If Seller receives these **General Terms and Conditions or Solicitation/Purchase for Commercial Items Purchased Under U.S. Government Contracts** (“General Terms and Conditions”) as a result of Seller’s participation in a Lyme Computer Systems, Inc., or Lyme Technology Solutions (both hereinafter contained in the reference “LYME”) solicitation (RFI/RFQ/RFP), then Seller agrees to be bound to these General Terms and Conditions by submitting Seller’s response or offer to LYME, except to the extent that Seller has objected in writing to specific provisions, excluding however any objection to the Federal Acquisition Regulations (“FAR”) Clauses and Supplements Clauses cited and incorporated in Section 33 which specify that Seller provides a certification by submission of its offer (objection to those shall result in the automatic rejection of Seller’s response or offer). For all valid written objections from Seller, LYME’s Buyer has complete and unilateral discretion to reject as nonresponsive, or accept and negotiate Special Terms in response to, Seller’s written objections.
- B. If Seller’s Purchase Order (“PO”) from LYME (including all subcontract instruments deemed to constitute a PO, as set forth in Section 1, E) makes reference to these General Terms and Conditions, Seller shall accept this PO and any Amendments thereto by commencement of performance.
- C. By acceptance of this PO, Seller agrees to comply with all of its terms and conditions and specifications, including those contained in all documents incorporated into this PO by reference. These General Terms and Conditions of Purchase are hereby incorporated to this PO. Lyme objects to any terms and conditions contained in any acknowledgment of this PO which are different from, or in addition to, those recited in this PO.
- D. Failure by LYME either to enforce, at any time, any of the provisions hereof, or to protest at any time any breach or default thereof, shall not be construed as evidence to interpret the terms and conditions of this PO, nor as a waiver of the terms and conditions of such provisions, nor of the right of LYME thereafter to enforce each and every such provision. LYME’s approval of documents shall not relieve Seller from compliance with the terms and conditions and specifications governing this PO.
- E. Any inconsistencies shall be resolved in accordance with the following descending order of precedence:
- a. Face of the PO (which term shall include PO continuation sheets, Master Agreements, other subcontract instruments, and the Amendments to any of these),



- b. Special Terms and Conditions (meaning any applicable supplementary provisions and/or negotiated exceptions to these General Terms and Conditions documented as an incorporated attachment to this PO),
 - c. Statement of Work,
 - d. Federal Acquisition Regulation ("FAR") Clauses and their Supplements,
 - e. General Terms and Conditions,
 - f. Specifications,
 - g. Drawings.
- F. Until final resolution of any dispute hereunder, Seller shall proceed diligently with the performance of this PO in accordance with LYME's direction.
- G. Seller shall make no change in any design, specification, configuration, material, part, manufacturing process, material supplier, or manufacturing location which affects form, fit, function, reliability, or maintainability of goods without the prior written approval of LYME's Buyer; and shall notify, in writing, LYME's Buyer of any proposed change, whether considered to affect form, fit, function, reliability or maintainability or not, including changes related to Commercial Off-The-Shelf (COTS) items, to facilitate Buyer's assessment of impact to any higher level assembly or system. Seller shall insert this clause in each of its purchase orders issued pursuant to this PO, requiring that its suppliers seek its written approval for such changes (which approval shall not be granted until Seller receives written approval for the change from LYME's Buyer when required). Additional requirements associated with process change and configuration control are included in quality clauses invoked by this PO.
- H. Seller acknowledges that it has available to it all specifications, drawings, data, and other documents referenced in this PO and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.
- I. Unless otherwise specified in this PO, Seller shall deliver all goods and services in accordance with the applicable specification/drawing revisions in effect at the time of the PO issuance. The latest revision of the Military, Federal or Industry document specified on the specification/drawing is the document that shall be used unless otherwise defined. If a specified document has been cancelled, superseded, or made obsolete, it shall continue to be used (for procurement, certification, process control, etc.) unless an alternative is allowed in accordance with LYME. When a specified document cannot be used, the Seller shall contact LYME's Buyer to ascertain how to proceed. Note that a revision to a Government document that involves the identification prefix (such as: MIL-S changing to MIL-PRF or MIL-DTL, or DOD-STD changing to MIL-STD) shall not be considered a new document. In addition, if design authority for a Government document has been wholly taken over by a recognized industry organization and the document number is essentially the same; i.e., MIL-STD-2175 to AMS-STD-2175, it shall not be considered a new document.



- J. The interpretation and enforcement of this PO shall be in accordance with the laws of the state where the goods are to be received by LYME or where the LYME facility for which the services are to be performed is located, excluding its choice-of-law rules, except that any provision in this PO that is:
 - a. incorporated in full text or by reference from the FAR, or
 - b. incorporated in full text or by reference from any agency regulation that implements or supplements the FAR; or
 - c. substantially based on any such agency regulation of a FAR provision,shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.
- K. LYME's rights under this PO are cumulative and in addition to any other rights available at law and equity.
- L. The line-item price for each line in this PO is deemed a Firm Fixed Price, unless indicated to the contrary elsewhere in this PO.
- M. The LYME PO number and line-item number must appear on all correspondence, invoices, packages, and shipping documents.
- N. LYME Accounts Payable Customer Service number is 603-676-3641.

2. SHIPPING

- A. Unless specified differently elsewhere in this PO, shipment shall be FOB LYME's Dock, Freight Prepaid, whereby the Seller shall pay the cost of shipping and insurance to the LYME Dock specified elsewhere in this PO, and shall retain title in the goods until the goods are delivered at the LYME Dock. Charges for shipment shall be amortized into the unit price of the goods.

3. RISK OF LOSS

- A. Seller shall bear all risk of loss during shipment.

4. NEW MATERIALS

- A. The goods to be delivered hereunder shall consist of new materials (not used or reconditioned).

5. INSPECTION

- A. LYME, LYME's customer, and the Government (regardless of whether the Government is LYME's direct customer) may at any time inspect Seller's and Seller's suppliers' facilities



which will or may be used in the performance of this PO and may inspect and test all material and workmanship involved in the performance of this PO at any time and place before, during, or after manufacture or completion. No such inspection or test shall in any way relieve Seller of its obligations to furnish all required goods, materials, and services in strict accordance with the terms and conditions of this PO. If inspection and test is made on the premises of Seller or any of its suppliers, Seller shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance for safety and convenience of the inspectors in the performance of their duties. All inspections and tests shall be performed in such a manner as not to delay the work unduly. All goods are subject to final inspection and acceptance at LYME's plant (or at any other location specified in writing by LYME) notwithstanding any payments or prior inspections. Such final inspection shall be made within a reasonable time after delivery.

- B. Seller shall provide and maintain an inspection and process control system acceptable to LYME covering the goods hereunder. Records of all inspection work by Seller shall be kept complete and available to LYME and its customers during the performance of this PO and for such longer periods as may be specified in this PO.
- C. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the PO.

6. MINOR DISCREPANCIES

- A. If the goods contain minor discrepancies which cannot be reworked to conform to 100% of this PO's terms and conditions and specifications, Seller shall report such discrepancies as soon as possible for potential LYME Material Review consideration. The following information shall be included in the report: PO number and amendment, part number, revision letter, part name, serial numbers, quantity of defective parts, nature and cause of defects, and corrective action taken. LYME Compliance Committee will determine the disposition of nonconforming materials/goods and will convey its findings to LYME's Buyer for communication to Seller. Major discrepancies (which are defined as discrepancies which adversely affect performance, durability, reliability, interchangeability, effective use or operation, weight or appearance [where a consideration], health or safety and maintainability and which cannot be eliminated by rework or reduced to a minor discrepancy by repair) will not be considered for LYME Compliance Committee and will not be accepted by LYME nor its material and other costs paid for by LYME.
- B. LYME's requiring reports of discrepant materials or goods shall not imply willingness to accept such material or goods, nor does it relieve the Seller of its performance obligations hereunder.



7. DELIVERY

- A. Delivery shall be at the location described elsewhere in this PO.
- B. If, without written authorization from LYME, Seller ships goods so as to arrive more than thirty (30) days in advance of schedule, LYME may return the goods at Seller's expense. Seller shall not invoice LYME for payment prior to the scheduled delivery date.
- C. If delivery is delayed or threatened to be delayed by any event, Seller shall immediately notify LYME's Buyer of the estimated delay involved and the reasons therefore. Seller shall include the substance of this clause in all purchase orders and subcontracts issued hereunder.

8. TERMINATION FOR DEFAULT

- A. LYME may, by written notice of default to Seller, terminate this PO in whole or in part if the Seller fails to:
 - a. deliver the goods or to perform the services within the time specified in this PO or any extension, or
 - b. make progress, so as to endanger performance of this PO; or
 - c. perform any of the other provisions of this contract; andin either of these latter two circumstances does not cure such failure within ten (10) days (or such longer period as LYME may authorize in writing) after receipt of the notice from LYME specifying the failure.
- B. If this PO is terminated for default, LYME may require Seller to deliver to LYME any usable supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the PO. LYME and Seller shall agree on the amount of payment for such deliverables; LYME will not require delivery of, accept, nor retain unusable materials/goods and documentation/drawings (for example, goods/materials with major discrepancies) and therefore does not agree to payment for these. LYME shall pay the PO price for completed goods that were delivered and accepted.
- C. Seller shall not be liable to LYME for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of Seller's suppliers at any tier provided, however, that the delays of Seller's suppliers at any tier are beyond the control of both Seller and its suppliers and without fault, or negligence of either.
- D. Seller shall promptly notify LYME's Buyer, if Seller is the subject of any petition in bankruptcy.



- E. The rights and remedies of LYME in this provision are in addition to any other rights and remedies provided by law or under this PO.

9. TERMINATION FOR CONVENIENCE

- A. LYME may, by written notice, terminate this PO, in whole or in part, when it is in LYME's interest. If this PO is so terminated, the rights, duties, and obligations of the parties, shall be determined in accordance with Part 49 of the Federal Acquisition Regulation in effect on the latter of the date of issuance this PO or the date of its most recent Amendment. (wherein "Government," and "Contracting Office" shall be deemed to apply to LYME). Seller must submit a termination claim within six (6) months of receipt of initial written notice that this PO has been terminated for convenience.

10. STOP WORK ORDER

- A. LYME may, at any time, by written order to the Supplier, require the Supplier to stop all, or any part, of the work called for by this purchase order for a period of one hundred (100) days after the order is delivered to the Supplier, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order. Upon receipt of the order, the Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order, including costs incurred by subcontractors, during the period of work stoppage.

11. CHANGES

- A. LYME may, at any time by a written notification, make changes within the general scope of this PO in any one or more of the following:
 - a. The method of shipment or packing;
 - b. The place of delivery, inspection and acceptance.
- B. If any such change to the general scope causes a change in the cost of, or the time required for, performance of this PO, an equitable adjustment shall be made in the price and/or delivery schedule, and in other provisions of this PO that are affected. Any claim by Seller for such an adjustment must be made within twenty (20) days from the date of receipt of the change notification. Any agreed adjustment shall be documented in a written Amendment to this PO signed by both parties. LYME, at its unilateral discretion, may approve payment for the adjustment amount in the Amendment before final payment is otherwise due on this PO.
- C. Only LYME's Buyer is authorized on behalf of LYME to issue a notification of change within the general scope or to communicate and negotiate a necessary change outside of the general scope. If any direction or instruction by LYME personnel is deemed by Seller to constitute such a change, Seller shall not rely upon such instruction or direction without the written confirmation of LYME's Buyer.



12. INFORMATION DISCLOSED TO LYME

- A. Except for information of Seller's expressly marked as confidential/proprietary and which LYME had agreed (prior to the issuance of this PO), or agrees hereafter, in advance of its disclosure to receive pursuant to a mutually executed Proprietary Information Exchange Agreement (PIEA), any knowledge or information which Seller has disclosed or may hereafter disclose to LYME in connection with the purchase of the goods and services covered by this PO shall not be deemed to be confidential or proprietary information, and it shall be acquired by LYME free from any restrictions regarding its use or disclosure. LYME will reject or destroy any documents, files, or verbal exchanges indicated by Seller to be confidential/proprietary where a valid PIEA is not in place.

13. INFORMATION DISCLOSED TO SELLER

- A. Seller shall keep confidential all information, drawings, specifications, or data either:
- Furnished by LYME and marked as confidential or proprietary; or
 - Prepared by Seller specifically in connection with the performance of this PO.
- B. Seller shall not disclose such information, drawings, specifications or data except to those of its officers, employees (including independent contractors, contract labor employees and leased employees), third party vendors or subsidiaries who have a "need-to-know" the information, drawings, specifications or data for the purposes of performance under this PO, and Seller certifies that such officers, employees, third party vendors, or subsidiaries, as the case may be, have previously agreed, either as a condition to employment or in order to obtain the confidential/proprietary information, to be bound by terms and conditions at least as restrictive as the terms and conditions of this provision. Any electronic transmission of Confidential Information by Recipient shall be transmitted using encryption protection or other reasonable precautions, such as password protection.
- C. Seller will immediately give notice to LYME of any unauthorized use or disclosure of the confidential/proprietary information. Seller agrees to assist LYME in remedying any such unauthorized use or disclosure of the confidential/proprietary information. Except as required for the efficient performance of this PO, Seller shall not make copies or permit copies to be made without the prior written consent of LYME. Seller shall thereafter make no further use, either directly or indirectly, of any such information, drawings, specifications, data, or of any derivation there from without obtaining LYME's written consent. This provision shall not apply to information after its entry into the public domain by means other than as a result of a breach of this provision, nor shall it limit any rights the Government may have in such information. At the conclusion of this PO, seller shall, at the option of LYME, either return to LYME or destroy all confidential/proprietary information. This provision survives termination of this PO.



14. OCEAN TRANSPORT OF FURNISHED PROPERTY

- A. The Seller shall advise LYME of any proposed transportation by ocean vessels of Furnished Property in the possession of Seller or his subcontractors (including property, the title to which will pass to LYME, the Government, or LYME's customer prior to such transportation) in the performance of this PO. Such Furnished Property shall subsequently be transported only on United States-flag vessels as directed by LYME.

15. WORK ON LYME'S OR ITS CUSTOMER'S PREMISES

- A. If this PO involves work by Seller on LYME's premises or its customer's premises, Seller shall comply with all safety and security regulations and shall take all precautions required by LYME or its customer or otherwise necessary to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall promptly inform LYME of any injury or damage that occurs.
- B. Seller shall provide timely notice to LYME prior to the introduction to the premises of any hazardous material, as defined in any Federal, state, or local law or ordinance or in any lawful order, rule or regulation there under applicable to the premises. Seller shall equip its employees, agents and subcontractors for the use of such hazardous material, and for the use of such other hazardous materials, as identified by LYME to Seller, used by LYME or its customer on the premises.
- C. Seller, and any subcontractors used by Seller in connection with this PO, shall carry:
 - a. the appropriate amount of State required Worker's Compensation and Employee Liability insurance to cover Seller's and such subcontractor's legal liability on account of accidents to their respective employees.
 - b. a minimum of \$1,000,000 of Comprehensive General Liability insurance and a minimum of \$1,000,000 of Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out to the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall include a clause or endorsement waiving the insurers' rights of subrogation against LYME and recognizing LYME as an additional insured.
- D. Seller shall furnish to LYME certificates from Seller's insurers showing such coverage in effect prior to commencing work on LYME's premises and Seller agrees to give LYME ten (10) days prior written notice of any material change or cancellation of such coverage.



- E. Seller shall defend, indemnify and hold harmless LYME, its officers, employees and agents from any losses, costs, claims, causes of action, damages, liabilities and expenses, including reasonable attorneys' fees, all expenses of litigation and/or settlement and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers or subcontractors in performance of the work under this PO.
- F. Whenever this PO involves work on LYME's or its customer's premises, Seller also shall implement and maintain a program for achieving the objective of a drug-free workforce. Seller's program shall be written and shall include as a minimum drug testing when:
- a. employees are newly hired or re-hired after a break in service,
 - b. employees are involved in accidents or unsafe practices, and
 - c. reasonable suspicion exists that an employee is using illegal drugs.
- Seller shall provide LYME with a copy of its written program with its bid or proposal. Seller shall make available for LYME's inspection at reasonable times and places all of Seller's records relating to its drug-free program. In addition to any other remedies that LYME or its customer may have if Seller fails to comply with the provisions of this paragraph, LYME may, without notice or an opportunity to cure: (1) terminate this PO for default, and (2) expel from LYME's property any employee, agent, or subcontractor of Seller who is suspected of using, possessing, or selling alcohol or illegal drugs on LYME's property.
- G. Prior to the commencement of any work to be performed under this PO, Seller must complete a Certificate of Citizenship with regard to all employees of Seller and Seller's subcontractors that will perform work at LYME Facilities or will have access to technical data so that LYME may determine what level of access to facilities and technical data is allowed in order to comply with United States law or certain government contract requirements. Seller must provide prompt notice in writing to LYME of any change in the information provided in the certification for any reason, including the substitution or addition of employees performing work under this PO.

16. INVOICES, PAYMENTS, AND DISCOUNTS

- A. Unless otherwise expressly provided for in the PO, the standard payment terms will be on average the second day of the second month following the formal receipt of goods as defined by:
- LYME's verification of the accuracy and completeness of Seller's invoice and any required supporting documents, or
 - Delivery and acceptance, through quality inspection and acceptance, to LYME's stock at the ship to location specified on the Face of the PO.
- Payment shall be deemed to have been made as of the date of mailing of LYME's payment.



17. NON-ASSIGNMENT

- A. Neither this PO nor any rights or obligations under it shall be assigned to third parties by Seller without the prior written consent of LYME. However, claims for any payment due or to become due under this PO may be assigned by Seller without such consent, if LYME is promptly furnished with written notice and a signed copy of any such assignment. Payment to an assignee of any such claim shall be subject to set off or recoupment of any present or future claim or claims which LYME may have against Seller.

18. COMPLIANCE WITH LAWS

- A. Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances of the United States, equivalent applicable legislation in the Seller's country of manufacture (if other than the United States), and all applicable, lawful orders, rules, and regulations ratified under such laws, and such compliance shall be a material requirement of this PO.
- B. Seller represents that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
- C. Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to LYME hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec 2601 et seq.) as amended.
- D. Seller shall provide to LYME with each shipment of a chemical substance the Material Safety Data Sheet applicable to the substance and containing such information as required by the Occupational Safety and Health Act and regulations.

19. PREFERENCE FOR DOMESTIC SPECIALTY METALS

- A. If the conditions of DFARS 252.225-7009 or DFARS 252.225-7014 Alt 1 apply, and there are any of the following specialty metals* incorporated in articles delivered under this purchase order, they shall be melted in the United States, its outlying areas, or a qualifying country** unless specifically exempt by DFARS 252.225-7009 or DFARS 252.225.7014 Alt 1. DFARS 252.225.7014 Alt 1 applies to any Government contract awarded prior to July 29, 2009 and DFARS 252.225-7009 applies to any Government contract awarded on or after July 29, 2009. Questions on applicability should be discussed with the LYME buyer.

*Specialty metals: steel with a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent, or containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium; metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of



other alloying metals (except iron) in excess of 10 percent; titanium and titanium alloys; or zirconium and zirconium base alloys

**Qualifying countries are: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Egypt, Federal Republic of Germany, Finland, France, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain and Northern Ireland.

- B. The Supplier shall insert the substance of this clause in all subcontracts for items containing specialty metals and require his subcontractors to incorporate this clause in any of their subcontracts. This clause does not apply to specialty metals incorporated in an article manufactured in a qualifying country.

20. PUBLIC RELEASE OF INFORMATION

- A. No public release of information, including, without limitation, photographs, films, announcements, denials or confirmations of any part of the subject matter of this PO (including that the PO is associated with requirements or a phase of a particular Government program), shall be made without the prior written approval of LYME.

21. EXTRA CHARGES

- A. Unless this PO is issued as a Time and Materials or Cost Reimbursable subcontract, the prices indicated in this PO cover all work required by Seller to satisfy the requirements of this PO.

22. SECURITY INTERESTS

- A. Seller shall cooperate with LYME in executing such documents as LYME deems appropriate to protect the security interest of LYME and LYME's customers in Seller's work-in-process and in Furnished Property

23. WARRANTIES

- A. Unless expressly specified differently elsewhere in this PO, Seller warrants and implies that the goods delivered hereunder are merchantable and fit for use for the particular purpose described in this PO. In addition, unless the solicitation under which this PO was awarded, or the Face of the PO itself, specifies minimum warranty terms (such as minimum duration, and/or other cost-effective or preferred minimums that are appropriate for LYME's customer's or the Government's intended purposes) that would be less than those offered by Seller to the general public in customary commercial practice, then Seller hereby offers LYME at least the same warranty terms—including extended warranties—that it offers to the general public in customary commercial practice.



24. FOREIGN SALES

- A. If the goods or services provided pursuant to this PO are intended for incorporation in, or use in connection with, military equipment to be used by the armed forces of a foreign government or international organization (and LYME's Buyer shall inform Seller if such incorporation or use is intended in advance of issuance of this PO), the following provision applies:

The articles or services to be supplied under this PO are intended for incorporation in, or use in connection with, military equipment to be used by the armed forces of a foreign government or an international organization. Part 130 of the International Traffic in Arms Regulations (ITAR), 22 CFR Part 130, requires LYME to report if Seller has made, makes or intends to make any payment, loan or donation of \$1,000 or more either as a political contribution or as a fee or commission in connection with the sale of the articles or services described in this PO, or an end item incorporating such articles. Accordingly, Seller agrees to promptly notify LYME in writing if it has made, intends to make, or upon the making of, any payment, loan or donation required to be reported under Part 130 of ITAR, and Seller agrees to furnish LYME with information with respect to any such payment to enable LYME to comply with the reporting requirements of Part 130 of ITAR. Seller agrees to include this provision in all subcontracts of \$500,000 or more made hereunder. LYME will furnish to Seller a copy of Part 130 of ITAR on request.

25. EXPORT OF TECHNICAL DATA

- A. Some of the information disclosed under this PO may contain technical data that is categorized on either:
- a. the United States Munitions List and, as such, is subject to the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130), and/or
 - b. the Commerce Control List and, as such, is subject to the Export Administration Regulations (EAR, 15 CFR 730-799). Technical data that is controlled by the ITAR or the EAR may not be given to foreign persons (including foreign corporations) by a U.S. person unless and until the U.S. person has obtained the appropriate export license and/or approvals from the U.S. Government.
- B. Accordingly, Seller certifies that:
- a. Seller is a U.S. Person" as defined in the ITAR to whom such technical data may be disclosed or that Seller possesses the appropriate licenses and/or approvals from the U.S. Government to receive the LYME-furnished technical data under this PO, and further,
 - b. Seller shall not transfer such technical data directly or indirectly to any third person or firm, country or countries unless in compliance with all applicable laws and regulations and having obtained specific written authorization from LYME in advance to effect such a transfer.



- C. Seller agrees that it will not permit any employee access to furnished technical data nor permit any employee to perform services under this PO unless such employee qualifies as a U.S. person," defined as:
 - a. a U.S. citizen or national;
 - b. an alien lawfully admitted for permanent resident (those possessing a valid Form I-550 or green card");
 - c. an alien admitted following a 1986 amnesty statute;
 - d. an asylee or refugee as defined in 8 U.S.C. 1324b(a)(3); or
 - e. an alien lawfully admitted for temporary agricultural employment.
- D. The acquisition of any rights in any technical data by Seller or by a foreign person is prohibited.
- E. Upon completion of this PO all technical data exported pursuant to this PO, including that data provided to subcontractors at any tier, shall be returned to LYME or destroyed with an appropriate certification of destruction forwarded to LYME.
- F. Seller shall deliver any defense articles manufactured outside of the United States pursuant to this paragraph only to LYME's United States business address or to an agency of the United States Government. All of Seller's subcontracts involving LYME-furnished technical data shall contain the substance of this Section, including this sentence.

26. UNDEFINITIZED POs

- A. If this is an undefinitized PO, by acceptance of this PO per Section 1 hereto, Seller agrees:
 - a. to submit (if not already submitted) a fixed price quote/proposal or fixed price with economic price adjustment quote/proposal, as appropriate to the type of PO noted elsewhere in this PO, and,
 - b. to enter promptly into negotiations in good faith to definitize undefinitized issues prior to the target dates set forth elsewhere in this PO. All terms, conditions, and specifications referenced in the PO shall apply. Federal Law, Executive Orders and Government Procurement Regulations applicable to a definitized PO of the type anticipated by this undefinitized PO shall apply; and
 - c. to proceed immediately to procure materials and take such other actions as are proper and called for to ensure that the supplies may be delivered or services performed on time. Seller is not authorized to incur obligations which would result in a termination liability to LYME in excess of the Maximum Termination Liability amount set forth in this PO, which comprises the maximum funding authorized through to the anticipated definitization date established in this PO or



through such extension of time as may be granted by LYME in a written Amendment to this PO.

- d. in the event this PO is not definitized by the anticipated definitization date established in this PO or within such extension of time as may be granted by LYME, this undefinitized PO shall expire automatically. If this PO so expires, Seller will be paid an amount determinable in accordance with the Termination for Convenience Section of this PO.

27. PROCUREMENT FROM A RECOGNIZED SOURCE

- A. This clause applies to all parts and material delivered under this purchase order that are the lowest level of separately identifiable items, including but not limited to fasteners and Electrical, Electric and Electromechanical (EEE) components. “Counterfeit” includes parts and material that is misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved parts and/or material that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- B. With specific regard to counterfeit hardware, a registry of active fastener trademarks is maintained by the US Patent and Trademark Office and can be found at: <http://www.uspto.gov/trademarks/law/fastener/fqa.jsp>. All purchased material included in assemblies and subassemblies being delivered per this order must have been procured by the seller directly from either the manufacturer of the item(s) or an authorized distributor of the manufacturer of the item(s). A Certificate of Conformance (CoC) and a method of item traceability shall be retained for each component. These documents shall be retained per the records retention requirements directed elsewhere within this order and made available upon request.
- C. Seller shall maintain the Manufacturer’s CoC for each component included in the assemblies and subassemblies being delivered per this order. At a minimum, the CoC shall include:
 - Manufacturer’s name and address
 - Manufacturer’s and/or buyer’s part number
 - Batch identification for the item such as date code, lot code, etc.
- D. Seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all material included in assemblies and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller. The manufacturer shall also include the manufacturer’s batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.



- E. In the event any item required to be delivered under this order cannot be procured by the Seller in accordance with this requirement, the Seller shall submit written justification and request a deviation from this requirement prior to making delivery. If the request for deviation is accepted by the Buyer, the Buyer shall modify this order accordingly. Additional verification of the items may be required prior to allowing the deviation from this requirement. This additional verification shall include inspections and/or tests activities (including, but not limited to include visual inspection, X-Ray inspection, destructive physical analysis, thermal cycle testing, and electrical testing) necessary to assure the authenticity of the purchased product. The Buyer may request copies of such acceptance criteria and records of this activity prior to granting the deviation.
- F. This PO and activities hereunder are within the jurisdiction of the United States Government. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal statutes. Seller employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order.
- G. If counterfeit parts/assemblies are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the Buyer and the seller may be liable for all costs relating to impoundment, removal, and replacement. The Buyer may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation.
- H. The seller shall flow the substance of this clause, including this sentence, in all sub-tier subcontracts for work performed under this PO.

28. LABOR DISPUTES

- A. If the seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the performance of this PO, the seller shall immediately notify LYME.

29. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

- A. If the conditions of FAR 52.204-10 apply, Supplier must submit the following if Supplier had gross income from all sources over \$300,000 (Note: Even if income is below \$300,000, Supplier must refer to and comply with item g. i., below):
 - a. DUNS number



- b. NAICS code
- c. Complete company name
- d. Physical address
- e. Primary performance location if different than “(d)”
- f. The names and total compensation of each of the five (5) most highly compensated executives for Supplier’s preceding fiscal year if all of the following conditions are met:
 - i. 80% or more of Supplier’s annual gross revenues is from Federal contracts and subcontracts
 - ii. Supplier has \$25,000,000 or more in annual gross revenues from Federal contracts and subcontracts
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986
- g. Supplier may omit the information required in item f. above if instead Supplier provides:
 - i. a signed and dated certification that Supplier is not required to provide this information because gross income was less than \$300,000 or
 - ii. Supplier is not required to provide executive compensation information due to not meeting all of the conditions in subsection 6).

30. DISPUTES

- A. The parties will attempt to settle in good faith all disputes arising under this PO. Disputes upon which the parties cannot reach an amicable settlement will be resolved in the applicable state or federal court in the State of New Hampshire, and in accordance with the choice of law provisions of this PO. Seller shall bring any dispute arising under or related to this PO within two (2) years after the cause of action for such dispute accrues.
- B. Notwithstanding any provisions herein to the contrary, if a decision under the prime contract is made by the contracting officer and such decision is also related to this PO, said decision, if binding upon LYME under the prime contract, shall in turn be binding upon LYME and Seller insofar as it relates to this PO. If LYME elects to appeal such a decision pursuant to the “Disputes” clause in LYME’s prime contract, any decision from such an appeal, if binding upon LYME under the prime contract, shall in turn be binding upon LYME and Seller insofar as it relates to this PO. If LYME elects not to dispute such a decision pursuant to the “Disputes” clause in the prime contract, LYME shall promptly notify Seller, and Seller shall, to the extent of its interest, have the right to assert in LYME’s name at Seller’s expense, LYME’s right to dispute such a decision under the “Disputes” clause in the prime contract and any decision upon an appeal with respect to a final decision, if binding upon LYME under the prime contract, shall in turn be binding upon LYME and Seller insofar as it relates to this PO.



- C. The decision of the contracting officer, or if an appeal is taken as above provided, the decision on appeal, shall be final and conclusive between LYME and Seller except that Seller shall have the rights reserved to LYME under the Contract Disputes Act of 1978 to prosecute an appeal to a board or court of competent jurisdiction within the times specified by the Contract Disputes Act of 1978, in LYME's name and at Seller's expense. Any final judgment by the boards or courts, is binding upon LYME and Seller insofar as it relates to this PO. Prior to Seller submitting a claim to be appealed hereunder, Seller shall certify its claim in the form found at FAR 33.207(c) or its successor provisions. Seller agrees to indemnify LYME for any and all losses LYME incurs as a result of Seller's certification. Pending final resolution of any decision, appeal, or judgment in such proceedings, or the settlement of any dispute arising under this PO, Seller shall proceed diligently with the performance of this PO.

31. SURVIVABILITY

- A. This Section and the following Sections shall survive termination of this PO: Section 1. J. (regarding venue and choice of law); Section 1. K. (regarding LYME's rights at law and in equity); Section 8 (Termination for Default); Section 9 (Termination for Convenience); Section 12 (Information Disclosed to LYME); Section 18.B-D (regarding Seller's failure to comply with laws that results in damage to LYME); Section 20 (Public Release of Information); Section 23 (Warranties); Section 25 (Export of Technical Data); Section 30 (Disputes).

32. CONFLICT MINERALS

- A. To enable LYME to comply with the **Dodd–Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173)**, supplier is required to report with their proposal and upon contract delivery the existence of any conflict minerals (tantalum, tin, tungsten, and gold) in products to be provided under this Subcontract or Purchase Order. The report will identify the country of origin of any conflict minerals, whether the conflict minerals came from scrap or recycled sources, whether the conflict minerals came from a covered country (Democratic Republic of Congo, Burundi, Central African Republic, Tanzania, Zambia, Angola, Rwanda, South Sudan, and Uganda), whether the conflict minerals from the covered countries directly or indirectly finance armed groups, and your process for determining and verifying the information provided. If there are any changes to your supply base in regard to this part that affect your certification, you are required to send an amended certification to your LYME buyer. LYME reserves the right to request any additional information on Conflict Minerals associated with this Subcontract or Purchase Order necessary to comply with this legal requirement and supplier will make good faith efforts to provide the requested information.



33. INCORPORATION OF FEDERAL ACQUISITION REGULATION CLAUSES AND SUPPLEMENTS CLAUSES

- A. The following clauses are incorporated by reference and constitute binding terms of this PO (and, as to certain clauses, binding conditions of response to this solicitation: See Section 1. A. herein); provided however that any given clause is itself incorporated into the prime contract. These clauses shall be those in effect at issuance of this PO. The FAR and its Supplements are obtainable online at <http://www.acqnet.gov/far> or from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- B. All references to "Disputes" in any FAR clause, or DFARS clause (the FAR Supplement pertaining to purchases for the U.S. Department of Defense and its associated Agencies), incorporated by reference are hereby deleted except as expressly provided elsewhere in this PO or in this solicitation.
- C. Wherever used in the text of these clauses, the terms "Contract" and "Contractor" shall mean this PO and Seller, respectively. Wherever used in the text of these clauses, the terms "Government," "Contracting Officer," and equivalent phrases shall mean LYME, except that clauses identified by * shall retain the original meaning of those terms as written in FAR; and when identified by ** shall not only retain the original meaning of those terms as written in FAR, but shall also mean LYME.
- D. **The following clauses apply to all solicitations or purchases referencing these General Terms and Conditions:**



FAR Clauses	
Clause #	Clause Title
33.207	Contractor Certification
52.201-3	Offeror Representations and Certifications – Commercial Items
52.202-1	Definitions
52.203-2	Certificate of Independent Price Determination
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-6 Alt 1	Restrictions on Subcontractor Sales to the Government Alternate 1
52.203-7	Anti-Kickback Procedures (for procurement actions exceeding \$150,000)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (for procurement actions exceeding \$150,000)
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal conflicts of Interest for Employees Performing Acquisition functions
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.203-18	Prohibition in Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-1	Approval of Contract
52.204-2	Security Requirements
52.204-2 Alt I	Security Requirements - Alternate I
52.204-3	Taxpayer Identification
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-5	Women-Owned Business (Other than Small Business)
52.204-6	Unique Entity Identifier
52.204-7	System for Award Management
52.204-8	Annual Representations and Certifications
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-11	American Recovery and Reinvestment Act - Reporting Requirements
52.204-12	Unique Entity Identifier Maintenance
52.204-13	System for Award Management Maintenance
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts
52.204-16	Commercial and Government Entity Code Reporting
52.204-17	Ownership or Control of Offeror
52.204-18	Commercial and Government Entity Code Maintenance



FAR Clauses	
Clause #	Clause Title
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-20	Predecessor of Offeror
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-22	Alternative Line Item Proposal
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-26	Covered Telecommunications Equipment or Service Representation
52.204-91	Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors (JSC Procurement Instruction)
52.207-3	Right of First Refusal of Employment
52.207-5	Option to Purchase Equipment
52.208-8	Required Sources for Helium and Helium Usage Data
52.208-9	Contractor Use of Mandatory Supply or Services
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation
52.209-3 Alt II	First Article Approval -- Contractor Testing Alternate II
52.209-4	First Art Approval Government Testing
52.209-5	<p>Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters</p> <p>(A) By either submitting its proposal/quotation or accepting this order, Seller shall be deemed to have certified, to the best of its knowledge and belief, that:</p> <p>(1) Seller and/or any of its Principals (as defined in FAR 52.209-5):</p> <p>(a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</p> <p>(b) Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and</p> <p>(c) Are not presently indicated for otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A) (1) (b) of this provision.</p> <p>(2) That it has not within a three-year period preceding this offer had any contract terminated for default by any Federal agency.</p> <p>(B) Seller shall provide immediate written notice to LYME's Buyer if, any time prior to award of any order it learns that its certification was erroneous, when submitted, or has become erroneous by reason of changed circumstances.</p> <p>(C) The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed in making the award.</p>



FAR Clauses	
Clause #	Clause Title
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-7	Information Regarding Responsibility Matters
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law
52.209-12	Certification Regarding Tax Matters (if the estimated subcontract value including options exceeds \$5,000,000)
52.209-13	Violation of Arms Control Treaties or Agreements - Certification
52.209-14	Reserve Officer Training Corps and Military Recruiting on Campus
52.210-1	Market Research
52.211-5	Material Requirements
52.211-6	Brand Name or Equal
52.211-7	Alternatives to Government-Unique Standards
52.211-8	Time of Delivery
52.211-11	Commencement, Prosecution, and Completion of Work
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements. If this PO is a "rated PO" as indicated by a DPAS rating elsewhere in this PO, Seller will follow all the provisions of the Defense Priorities and Allocation System regulation (15CFR350). Seller shall accept or reject it in writing promptly, within five (5) working days after receipt thereof if DX-rated or ten (10) working days if DO-rated, per 15 CFR 350.13(d).
52.211-17	Delivery of Excess Quantities
52.212-1	Instructions to Offerers - Commercial Items
52.212-2	Evaluation - Commercial Items
52.212-3	Offeror Representations and Certifications—Commercial Products and Commercial Services
52.212-4	Contract Terms and Conditions - Commercial Items
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items
52.213-1	Fast Payment Procedure
52.213-3	Notice to Supplier
52.213-4	Terms and Conditions Simplified Acquisitions
52.214-14	Place of Performance - Sealed Bidding
52.214-26	Audit and Records - Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data- Modification - Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data-Modification-Sealed Bidding
52.214-34	Submission of Offers in the English Language
52.214-35	Submission of Offers in US Currency
52.215-1	Instructions to Offerers - Competitive Acquisition



FAR Clauses	
Clause #	Clause Title
52.215-2	Audit and Records - Negotiation
52.215-2 Alt I	Audit and Records - Negotiation Alternate I
52.215-2 Alt II	Audit and Records - Negotiation Alternate II
52.215-6	Place of Performance
52.215-8	Order of Precedence - Uniform Contract Format
52.215-9	Changes or Additions to Make-or-Buy Program
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-12 Dev	Subcontractor Certified Cost or Pricing Data (Deviation 2022-O0001)
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-14 Alt I	Integrity of Unit Prices Alternative I
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications
52.215-21 Alt I-IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications, Alternates I-V
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.215-23 Alt I	Limitations on Pass-Through Charges, Alternate I
52.215-24	Subcontractor Cost or Pricing Data
52.215-25	Instructions to Offerers - Competitive Acquisition
52.216-4	Economic Price Adjustment - Labor and Material
52.216-5	Price Redetermination - Prospective
52.216-6	Price Redetermination - Retroactive
52.216-7	Allowable Cost and Payment
52.216-7 Alt II	Allowable Cost and Payment - Alternate II
52.216-7 Alt IV	Allowable Cost and Payment - Alternate IV
52.216-8	Fixed Fee
52.216-9	Fixed Fee - Construction
52.216-10	Incentive Fee
52.216-11	Cost Contract - No Fee
52.216-12	Cost Sharing Contract - No Fee
52.216-15	Predetermined Indirect Cost Rates



FAR Clauses	
Clause #	Clause Title
52.216-16	Price Redetermination - Retroactive
52.216-16 Alt I	Incentive Price Revision - Firm Target Alternate I
52.216-17	Incentive Price Revision - Successive Targets
52.216-17 Alt I	Incentive Price Revision - Successive Targets Alternate I
52.216-18	Ordering
52.216-19	Order Limitations
52.216-22	Indefinite Quantity
52.216-24	Limitation of Government Liability
52.216-25	Contract Definitization
52.216-26	Payments of Allowable Costs Before Definitization
52.216-28	Subcontractor Cost or Pricing Data-Modification - Sealed Bidding
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements - Non-Commercial Item Acquisition with Adequate Price Competition
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements - Non-Commercial Item Acquisition without Adequate Price Competition
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements - Commercial Item Acquisition
52.216-34	Submission of Offers in the English Language
52.216-90	IDIQ Minimum and Maximum Ordering Limits
52.216-92	Submission of Vouchers for Payment (JSC Procurement Instruction) (Applicable to Fixed Price and Cost Reimbursement)
52.217-2	Cancellation Under Multi-Year Contracts
52.217-5	Evaluation of Options
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of the Contract
52.219-1	Small Business Program Representations
52.219-2	Equal Low Bids
52.219-4	Notice of Price Evaluation Preference for Hubzone Small Business Concerns
52.219-6	Notice of Total Small Business Set Aside
52.219-8	Utilization of Small Business Concerns (Applies only if this PO offers further subcontracting opportunities)
52.219-9	Small Business Subcontracting Plan (if order exceeds 700k and supplier is large business)
52.219-9 Alt II	Small Business Subcontracting Plan (if order exceeds 700k and supplier is large business), Alternate II
52.219-9 (DEV)	Small Business Subcontracting Plan (Deviation 2016-O0009)
52.219-10	Incentive Subcontracting Program
52.219-13	Notice of Set-Aside of Orders
52.219-14	Limitations of Subcontracting
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-28	Post-Award Small Business Program Rerepresentation
52.221-1	Notice to the Government of Labor Disputes



FAR Clauses	
Clause #	Clause Title
52.221-5	Material Requirements
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards
52.222-6	Construction Wage Rate Requirements
52.222-7	Withholding Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination - Debarment
52.222-13	Compliance with Davis Bacon Act
52.222-14	Disputes with Labor Standards
52.222-15	Certification of Eligibility
52.222-16	Approval of Wage Rates
52.222-17	Nondisplacement of Qualified Workers
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products.
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-23	Notice of Requirements for Project Labor Agreement - for construction contracts
52.222-24	Fair Labor Standards Act and Service Contract Act - Price Adjustment
52.222-25	Certification of Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-26 Alt I	Equal Opportunity - Alternate I
52.222-27	Affirmative Action Compliance Requirements for Construction (over \$10,000)
52.222-29	Notification of visa denial
52.222-30	Davis-Bacon Act - Price Adjustment (None or Separately Specified Method)
52.222-31	Davis-Bacon Act - Price Adjustment (Percentage Method)
52.222-32	Davis-Bacon Act - Price Adjustment (Actual Method)
52.222-33	Notice of Requirement for Project Labor Agreement
52.222-34	Project Labor Agreement
52.222-35	Equal Opportunity for Veterans
52.222-35 Alt I	Equal Opportunity for Veterans - Alternate I
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-36 Alt I	Equal Opportunity for Workers with Disabilities - Alternate I
52.222-37	Employment Reports on Veterans
52.222-38	Compliance with Veteran's Employment Reporting Requirements
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees



FAR Clauses	
Clause #	Clause Title
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-42	Statement of Equivalent Rates for Federal Hires
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standard Act and Service Contract Labor Standards-Price Adjustment
52.222-46	Evaluation of Compensation for Professional Employees
52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration of Certain Equipment - Certification
52.222-49	Service Contract Act-Place of Performance
52.222-50	Combating Trafficking in Persons
52.222-50 Alt I	Combating Trafficking in Persons Alternate I
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration of Certain Equipment - Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services - Certification
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages under Executive Order 13658
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan
52.222-59	Compliance with Labor Laws (Executive Order 13673)
52.222-60	Paycheck Transparency (Executive Order 13673)
52.222-61	Arbitration of Contractor Employee Claims (Executive Order 13673)
52.222-62	Paid Sick Leave Under Executive Order 13706
52.222-99	Notification Of Employee Rights Under The National Labor Relations Act
52.223-1	Biobased Product Certification
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information - Alternate I
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Material
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items
52.223-10	Waste Reduction Program
52.223-11	Ozone-Depleting Substances
52.223-12	Refrigeration Equipment and Air Conditioners
52.223-13	Certification of Toxic Chemical Release Reporting



FAR Clauses	
Clause #	Clause Title
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-16	Acquisition of EPEAT-Registered Personal Computer Products and Alternate 1
52.223-16 Alt I	Acquisition of EPEAT (R) - Registered Personal Computer Products - Alternate I
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving
52.223-19	Compliance with Environmental Management Systems
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals
52.223-92	JSC Hazardous Materials Use (JSC Procurement Instruction)
52.223-93	Environmental and Energy Conservation Requirements (JSC Procurement Instruction)
52.223-99	Ensuring Adequate COVID Safety Protocols for Federal Contractors
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.224-3	Privacy Training
52.224-3 Alt I	Privacy Training Alternate I
52.225-1	Buy American-Supplies
52.225-2	Buy American Certificate
52.225-3, and Alts I, II	Buy American Free Trade Agreements Israeli Trade Act, Alternates I, II
52.225-4	Buy American Free Trade Agreements Israeli Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-7	Waiver of Buy American Statute for Civil Aircraft and Related Articles
52.225-8	Duty-Free Entry
52.225-9	Buy American Act – Construction Materials
52.225-10	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials
52.225.11	Buy American-Construction Materials under Trade Agreements
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-14	Inconsistency Between English Version and Translation of Contract
52.225-17	Evaluation of Foreign Currency Offers
52.225-18	Place of Manufacturer (Applicable to Solicitations)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting Diplomatic or Consular Mission Outside the United States
52.225-20	Prohibition on Conducting Restricted Business Operation in Sudan Certification.
52.225-21	Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials
52.225-22	Notice of Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Notice of Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials



FAR Clauses	
Clause #	Clause Title
52.225-23	Required Use of American Iron, Steel, Mfg'd Matls– Buy American Act Construction Matls Under Trade Agreements
52.225-24	Notice of Required Use of American Iron, Steel, Manufactured Materials– Buy American Act Construction Materials Under Trade Agreements
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.226-1	Utilization of Indian Organizations, Indian Owned Economic Enterprises
52.226-2	Historically Black College or University and Minority Institution Representation
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations
52.227-1	Authorization and Consent
52.227-1 Alt I	Authorization and Consent -- Alternate I
52.227-1 Alt II	Authorization and Consent Alternate II
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-3 Alt I	Patent Indemnity - Alternate I
52.227-3 Alt II	Patent Indemnity - Alternate II
52.227-3 Alt III	Patent Indemnity - Alternate III
52.227-5	Waiver of Indemnity
52.227-6	Royalty Information
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights-Ownership by the Contractor
52.227-11 Alts I-V	Patent Rights - Ownership by the Contractor - Alternates I - V
52.227-13	Patent Rights - Acquisition by the Government
52.227-13 Alts I-II	Patent Rights - Acquisition by the Government - Alternates I and II
52.227-14	Rights in Data-General
52.227-14 Alt I-V	Rights in Data - General, Alternates I-V
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.227-17	Rights in Data – Special Works
52.227-19	Commercial Computer Software - Restricted License
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems
52.227-22	Major System - Minimum Rights
52.227-23	Rights to Proposal Data (Technical)
52.228-3	Workers' Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance – Work on a Government Installation
52.228-7	Insurance - Liability to Third Persons
52.228-8	Liability and Insurance - Leased Motor Vehicles
52.228-10	Vehicular and General Public Liability Insurance



FAR Clauses	
Clause #	Clause Title
52.229-2	North Carolina State and Local Sales and Use Tax
52.229-3	Federal, State, and Local Taxes
52.229-4	Federal, State, and Local Taxes
52.229-5	Taxes - Contracts Performed in US Possessions or Puerto Rico
52.229-6	Taxes Foreign Fixed-Price Contracts
52.229-8	Taxes - Foreign Cost-Reimbursement Contracts
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.229-12	Tax on Certain Foreign Procurements
52.230-1	Cost Accounting Standards Notices and Certifications
52.230-1 Alt I	Cost Accounting Standards Notices and Certifications, Alternate I
52.230-2	Cost Accounting Standards
52.230-2 (DEV)	Cost Accounting Standards (Deviation 2018-O0015)
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns
52.230-5	Cost Accounting Standards - Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.232-1	Payments
52.232-2	Payments Under Fixed-Price Research and Development Contracts
52.232-3	Continuity of Services
52.232-6	Payment under Communication Service Contracts with Common Carriers
52.232-7	Payments Under Time and Materials and Labor Hour Contracts
52.232-8	Discounts for Prompt Payment
52.232-9	Limitation on Withholding of Payments
52.232-11	Extras
52.232-12	Advance Payments
52.232-16	Progress Payments
52.232-16 Alt I, III	Progress Payments - Alternates I, III
52.232-17	Interest
52.232-18	Availability of Funds
52.232-19	Availability of Funds for the Next Fiscal Year
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-23 Alt I	Assignment of Claims - Alternate I
52.232-24	Prohibition of Assignment of Claims
52.232-25	Prompt Payment
52.232-25 Alt I	Prompt payment - Alternate I
52.232-27	Prompt payment for construction contracts
52.232-29	Terms for Financing of Purchases of Commercial Items
52.232-32	Performance-Based Payments
52.232-33	Payment by Electronic Funds Transfer System for Award Management



FAR Clauses	
Clause #	Clause Title
52.232-34	Payment by Electronic Funds Transfer - Other than System for Award Management
52.232-36	Payment by Third Party
52.232-37	Mutliple Payment Arrangements
52.232-38	Submission of Electronic Funds Transfer Information with Offer
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.233-1 Alt I	Disputes - Alternate I
52.233-2	Service of Protest (Insert Prime Contractor's Contracting POC)
52.233-3	Protest after Award
52.233-3 Alt I	Protest after Award - Alternate I
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed under Defense Production Act Title II
52.234-3	Notice of Earned Value Management System - Post Award IRB
52.234-4	Earned Value Management System
52.236-13	Accident Prevention
52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.237-4	Payment by Government to Contractor
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals
52.237-10	Identification of Uncompensated Overtime
52.237-11	Accepting and Dispensing of \$1 Coin
52.239-1	Privacy or Security Safeguards
52.242-1	Notice of Intent to Disallow Costs
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-5	Payments to Small Business Subcontractors
52.242-13	Bankruptcy
52.242-14	Suspension of Work
52.242-15	Stop-Work Order
52.242-15 Alt I	Stop-Work Order - Alternate I
52.242-17	Government Delay of Work
52.242-94	Administrative Leave (JSC Procurement Instruction)
52.243-1	Changes - Fixed-Price
52.243-1 Alts I-III	Changes - Fixed Price - Alternates I, II and III
52.243-1 Alt V	Changes - Fixed-Price, Alternate V
52.243-2	Changes - Cost-Reimbursement
52.243-2 Alt I,II,IV, V	Changes - Cost Reimbursement, Alternates I, II, IV, V



FAR Clauses	
Clause #	Clause Title
52.243-3	Changes - Time and Materials or Labor Hours
52.243-4	Changes
52.243-5	Changes and Changed Conditions
52.243-6	Change Order Accounting
52.243-7	Notifications of Changes
52.244-2	Subcontracts
52.244-2 Alt I	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-1 Alt I	Government Property, Alternate I
52.245-2	Government Property
52.245-2 Alt I	Government Property (Fixed-Price Contracts), Alternate I
52.245-4	Government Furnished Property (Short Form)
52.245-5	Government Property (Cost Reimbursement Time-and-Material or Labor-Hour Contracts)
52.245-9	Use and Charges
52.245-18	Special Test Equipment
52.245-19	Government Property Furnished "As Is"
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies - Fixed-Price
52.246-2 Alt I	Inspection of Supplies - Fixed-Price Alternate I
52.246-2 Alt II	Inspection of Supplies - Fixed Price Alternate II
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-4	Inspection of Services - Fixed-Price
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-6	Inspection - Time and Material and Labor Hour
52.246-6 Alt I	Inspection - Time and Material and Labor Hour - Alternate I
52.246-8	Inspection - Research and Development - Cost Reimbursement
52.246-9	Inspection - Research and Development (Short Form)
52.246-11	Higher-Level Contract Quality Requirement
52.246-12	Inspection of Construction
52.246-15	Certificate of Conformance
52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of a Noncomplex Nature
52.246-17 Alt III-V	Warranty of Supplies of a Non-Complex Nature, Alternate III, IV and V
52.246-18	Warranty of Supplies of a Complex Nature
52.246-18 Alts III, IV	Warranty of Supplies of a Complex Nature, Alternates III and IV
52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria



FAR Clauses	
Clause #	Clause Title
52.246-19; Alts I-III	Warranty of Systems and Equipment Under Performance Specifications or Design Criteria, Alternates I-III
52.246-20	Warranty of Services
52.246-23	Limitation of Liability
52.246-24	Limitation of Liability - High Value Items
52.246-25	Limitation of Liability - Services
52.246-26	Reporting Nonconforming Items
52.247-1	Commercial Bill of Lading Notations
52.247-5	Familiarization with Conditions
52.247-14	Contractor Responsibility for Receipt of Shipment
52.247-21	Contractor Liability for Personal Injury and/or Property Damage
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods
52.247-26	Government Direction and Marking
52.247-27	Contract Not Affected by Oral Agreement
52.247-29	F.O.B. Origin
52.247-30	F.O.B. Origin - Contractor's Facility
52.247-31	F.O.B. Origin - Freight Allowed
52.247-32	F.O.B. Origin - Freight PrePaid
52.247-33	F.O.B. Origin - With Differentials
52.247-34	F.O.B. Destination
52.247-35	F.O.B. Destination Within Consignee's Premises
52.247-48	F.O.B. Destination - Evidence of Shipment
52.247-55	F.O.B. Point of Delivery for Government
52.247-63	Preference for U.S.-Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-64 Alt II	Preference for Privately Owned U.S.-Flag Commercial Vessels, Alternate II
52.247-65	F.O.B. Origin, Prepaid Freight-Small Package Shipments
52.247-67	Submission of Transportation Documents for Audit
52.247-68	Report of Shipment
52.247-95	Flight Item (JSC Procurement Instruction)
52.248-1	Value Engineering
52.248-1 Alt I	Value Engineering - Alternate I
52.248-3	Value Engineering – Construction (over \$250,000)
52.249-1	Termination for Conveniences of the Government (Fixed-Price) Short Form
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)
52.249-4	Termination for Convenience of the Government (Services)
52.249-6	Termination (Cost-Reimbursement)
52.249-6 Alt IV	Termination (Cost-Reimbursement), Alternate IV
52.249-6 Alt V	Termination (Cost-Reimbursement), Alternate V
52.249-8	Default (Fixed-Price Supply and Service)



FAR Clauses	
Clause #	Clause Title
52.249-9	Default (Fixed-Price Research and Development)
52.249-14	Excusable Delays
52.249-62	Termination for Convenience
52.250-1	Indemnification Under Public Law
52.250-5	Safety Act Equitable Adjustment
52.251-1	Government Supply Sources
52.251-2	Interagency Fleet Management System Vehicles and Related Services
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses Incorporated by Reference
52.252-4	Alterations in Contract
52.252-5	Authorized Deviations in Provisions
52.252-6	Authorized Deviations in Clauses
52.253-1	Computer Generated Forms



DFARS Clauses	
Clause #	Clause Title
252.201-7000	Contracting Officer's Representative
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Hotline Posters
252.203-7005	Representation Relating to Compensation of Former DoD Officials
252.203-7995	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements
252.204-7000	Disclosure of Information
252.204-7002	Payment for Contract Line or Subline Items Not Separately Priced
252.204-7003	Control of Government Personnel Work Product
252.204-7004	DoD Antiterrorism Awareness Training for Contractors
252.204-7004 Alt A	System for Award Management Alternate A
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7006	Billing instructions
252.204-7007	Alternate A, Annual Representations and Certifications
252.204-7008	Compliance with safeguarding covered defense information controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the US-Internations Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support Contractors
252.204-7016	Covered Defense Telecommunications Equipment or Service
252.204-7017	Prohibition on acquisition of Covered Defense Telecommunication Equipment or Service
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement
252.204-7022	Expediting Contract Closeout
252.204-7023	Reporting Requirements for Contracted Services
252.205-7000	Provision of Information to Cooperative Agreement Holders
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism



DFARS Clauses	
Clause #	Clause Title
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program
252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program
252.209-7010	Critical Safety Items
252.209-7992	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2015 Appropriations
252.209-7993	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2014 Appropriations
252.209-7994	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2014 Appropriations
252.209-7995	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2013 Appropriations
252.209-7996	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - Fiscal Year 2013 Appropriations
252.209-7997	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law - DOD Appropriations
252.209-7998	Representation Regarding Conviction of A Felony Criminal Violation Under Any Federal or State Law (Deviation 2021-00007)
252.209-7999	Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law
252.211-7000	Acquisition Streamlining (Subcontracts \$1.5M+)
252.211-7003	Item Unique Identification and Valuation
252.211-7006	Passive Radio Frequency Identification
252.211-7007	Reporting of Government Furnished Property
252.211-7008	Use of Government-Assigned Serial Numbers
252.213-7000	Notice to Prospective Supplier on Use of Supplier Performance Risk System in Past Performance Evaluations
252.215-7000	Pricing Adjustments
252.215-7002	Cost Estimating System Requirements
252.215-7003	Requirement for Submission of Data Other Than Certified Cost or Pricing Data - Canadian Commercial Corporation
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data -- Modifications -- Canadian Commercial Corporation
252.215-7007	Notice of Intent to Resolicit
252.215-7008	Only One Offer
252.215-7009	Proposal Adequacy Checklist
252.215-7010	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
252.215-7012	Requirements for Submission of Proposals via Electronic Media
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors



DFARS Clauses	
Clause #	Clause Title
252.215-7014	Exception from Certified Cost or Pricing Data Requirements for Foreign Military Sales Indirect Offsets
252.215-7015	Program Should-Cost Review
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health and Safety of Government Personnel
252.216-7005	Award Fee
252.216-7006	Ordering
252.216-7008	Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government
252.216-7009	Allowability of legal costs incurred in connection with a whistleblower proceeding
252.216-7010	Postaward Debriefings for Task Orders and Delivery Orders
252.217-7003	Changes
252.217-7027	Contract Definitization
252.217-7028	Over and Above Work
252.219-7000	Advancing Small Business Growth
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) - over \$700K
252.219-7003 Alt I	Small Business Subcontracting Plan - Alternate I
252.219-7003 (Dev)	Small Business Subcontracting Plan (DoD Contracts) - Basic (Deviation 2018-00007)
252.219-7004	Small Business Subcontracting Plan (Test Program)
252.219-7010	Notification of Competition Limited to Eligible 8(a) Participants - Partnership Agreement
252.219-7012	Competition for Religious-Related Services
252.222-7000	Restrictions on Employment of Personnel
252.222-7001	Right of First Refusal of Employment - Closure of Military Installations
252.222-7002	Compliance with local labor laws (overseas)
252.222-7004	Compliance with Spanish Social Security Laws and Regulations
252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements
252.222-7007	Representation Regarding Combating Trafficking in Persons
252.222-7999	Combating Race and Sex Stereotyping
252.223-7001	Hazard Warning Labels (Fill in State where this PO will be performed)
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7004	Drug-Free Work Force
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.
252.223-7006 Alt I	Prohibition on Storage and Disposal of Toxic and Hazardous Materials, Alternate I
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.223-7999	Adequate COVID-19 Safety Protocols for Federal Contractors
252.225-7000	Buy American Act - Balance of Payments Program Certificate
252.225-7001	Buy American and Balance of Payments Program
252.225-7001 Alt I	Buy American Act and Balance of Payments Program, Alternate I
252.225-7002	Qualifying country sources as subcontractors



DFARS Clauses	
Clause #	Clause Title
252.225-7003	Report of intended performance outside the United States and Canada - Submission with offer
252.225-7004	Report of Intended Performance Outside the United States & Canada – Submission After Award (\$700,000)
252.225-7005	Identification of Expenditures in the United States
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside of the United States and Canada -- Submission after Award
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Contracts after 11/29/2009)
252.225-7010	Commercial Derivative Military Article - Specialty Metals Compliance Certificate
252.225-7012	Preference for certain domestic commodities
252.225-7013	Duty Free Entry
252.225-7014	Preference for Domestic Specialty Metals, Alternate 1
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7017	Photovoltaic Devices
252.225-7018	Photovoltaic Devices - Certificate
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7020	Trade Agreements – Certificate
252.225-7021	Trade Agreements
252.225-7021 Alts I, II	Trade Agreements, Alternates I and II
252.225-7023	Preference for Products or Services from Afghanistan
252.225-7024	Requirements for Products or Services from Afghanistan
252.225-7025	Restriction on the Acquisition of Forgings
252.225-7026	Acquisition Restricted to Products of Services from Afghanistan
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)
252.225-7028	Exclusionary Policies and Procedures of Foreign Governments
252.225-7029	Acquisition of Uniform Components for Afghan Military or Afghan National Police
252.225-7030	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers
252.225-7033	Waiver of United Kingdom Levies
252.225-7035	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate
252.225-7035 Alts I-V	Buy American Act - Free Trade Agreements - Balance of Payments Program Certificate Alternates I-V
252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program
252.225-7037	Evaluation of Offers for Air Circuit Breakers
252.225-7038	Restriction on Acquisition of Air Circuit Breakers



DFARS Clauses	
Clause #	Clause Title
252.225-7039	Contractors Performing Private Security Functions
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7041	Correspondence in English
252.225-7042	Authorization to Perform
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7044	Balance of Payments Program – Construction Material
252.225-7045	Balance of Payments Program – Construction Material Under Trade Agreements
252.225-7046	Exports By Approved Community Members in Response to this Solicitation
252.225-7047	Export by Approved Community Members in Performance of the Contract
252.225-7048	Export-Controlled Items
252.225-7049	Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities
252.225-7050	Disclosure of Ownership or Control of a Country this is a State Sponsor of Terrorism
252.225-7051	Prohibition on Acquisition for Certain Foreign Commercial Satellite Services
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation
252.225-7054	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7968 (Dev)	Restriction on Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (Deviation 2022-O0008)
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (Deviation 2020O0015)
252.225-7976	Contractor Personnel Performing in Japan
252.225-7978	Restriction on Acquisition of Certain Magnets and Tungsten; and DEV 2019
252.225-7995	Contractor Personnel Performing in the US Central Command Area of Responsibility
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.226-7002	Representation for Demonstration Project for Contractors Employing Persons with Disabilities
252.227-7000	Non-Estoppel
252.227-7001	Release of Past Infringement
252.227-7010	License to Other Government Agencies
252.227-7013	Rights in Technical Data--Noncommercial Items
252-227-7013 Alt I	Rights in Technical Data - Noncommercial Items - Alternate I
252.227-7014	Rights in noncommercial computer software and noncommercial computer software documentation
252.227-7015	Technical Data--Commercial Items
252-227-7015 Alt I	Technical Data - Commercial Items - Alternate I
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and assertion of use, release, or disclosure restrictions



DFARS Clauses	
Clause #	Clause Title
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions--Computer Software.
252.227-7020	Rights in Special Works
252.227-7023	Drawings and Other Data to Become Property of Government
252.227-7024	Notice and Approval of Restricted Designs
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical data or computer software previously delivered to the government
252.227-7030	Technical Data - Withholding of Payment
252.227-7032	Rights in Technical Data and Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - Ownership by the Contractor (Large Business)
252.227-7038 Alt I, II	Patent Rights - Ownership by the Contractor (Large Business) Alternates I and II
252.227-7039	Patents - Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk
252.228-7003	Capture and Detention
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.228-7006	Compliance with Spanish laws and insurance
252.229-7000	Invoices Exclusive of Taxes or Duties
252.229-7001	Tax Relief. - Basic
252.229-7001 Alt I	Tax Relief - Alternate I
252.229-7002	Customs Exemptions (Germany)
252.229-7003	Tax Exemptions (Italy)
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7005	Tax Exemptions (Spain)
252.229-7006	Value added tax exclusion (United Kingdom)
252.229-7007	Verification of United States receipt of goods
252.229-7008	Relief from Import Duty (United Kingdom)
252.229-7009	Relief from Customs Duty and Value Added Tax on Fuel (passenger vehicles) (United Kingdom)
252.229-7010	Relief from Customs Duty on Fuel (United Kingdom)
252.229-7011	Reporting of Foreign Taxes - U.S. Assistance Programs (commodities only)
252.229-7012	Tax Exemptions (Italy)
252.229-7013	Tax Exemptions (Spain)
252.229-7014	Taxes—Foreign Contracts in Afghanistan.



DFARS Clauses	
Clause #	Clause Title
252.229-7015	Taxes—Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement).
252.229-7999 (Dev)	Foreign Contracts in Afghanistan (Deviation 2013-O0016)
252.231-7000	Supplemental Cost Principles
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports
252.232-7004	DoD Progress Payment Rates
252.232-7006	Wide Area Workflow Payment Instructions
252.232-7007	Limitation of Government's obligation
252.232-7008	Assignment of claims (overseas)
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card
252.232-7010	Levies on Contract Payments
252.232-7011	Payments in Support of Emergencies and Contingency Operations
252.232-7014	Notification of Payment in Local Currency (Afghanistan)
252.232-7015	Performance-Based Payments - Representation
252.232-7016	Notice of Progress Payments or Performance-Based Payments
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration
252.233-7001	Choice of Law (Overseas)
252.234-7001 Dev	Notice of Earned Value System (Deviation 2015-O0017)
252.234-7002	Earned Value Management System (Orders over \$50M)
252.234-7003	Notice of Cost and Software Data reporting System (Orders over \$50M)
252.234-7003 Alt I	Notice of Cost and Software Data Reporting System - Alternate I
252.234-7004	Cost and Software Date Reporting System (Orders over \$50M)
252.235-7002	Animal Welfare. (Subcontracts involving live vertebrate animals only)
252.235-7003	Frequency Authorization
252.235-7003 Alt I	Frequency Authorization, Alternate I
252.235-7004	Protection of Human Subjects (Subcontracts involving live human subjects only)
252.235-7010	Acknowledgement of Sponsorship
252.235-7011	Final Scientific or Technical Report
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.237-7024	Notice of Continuation of Essential Contractor Services
252.239-7000	Protection Against Compromising Emanations
252.239-7001	Information Assurance Contractor Training and Certification
252.239-7002	Access
252.239-7004	Orders for Facilities and Services
252.239-7005	Rate, Charges, and Services
252.239-7006	Tariff Information



DFARS Clauses	
Clause #	Clause Title
252.239-7007	Cancellation or Termination of Orders
252.239-7008	Reuse Arrangements
252.239-7009	Representation of use of cloud computing
252.239-7010	Cloud Computing Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7017	Notice of supply chain risk
252.239-7018	Supply chain risk
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation
252.239-7999	Cloud Computing Services
252.242-7004	Material Management and Accounting System
252.242-7005	Contractor Business Systems
252.242-7006	Accounting System Administration
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for equitable adjustment
252.243-7999	Section 3610 Reimbursement
252.243-7999 (Dev)	Section 3610 Reimbursement (Deviation 2020-O0021)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD contracts)
252.244-7001	Contractor purchasing system administration
252.244-7001 Alt I	Contractor Purchasing System Administration
252.245-7000	Government-Furnished Mapping, Charting and Geodesy Property
252.245-7001	Tagging, labeling, and marking of government-furnished property
252.245-7002	Reporting Loss of Government Property
252.245-7002 (Dev)	Reporting of Loss of Government Property (Deviation 2020-Jan2021 O0004)
252.245-7003	Contractor Property Management System Administration
252.245-7004	Reporting, Reutilization, and Disposal
252.245-7004 (Dev)	Reporting, Reutilization, and Disposal (Deviation 2022-O0006)
252.246-7000	Material Inspection and Receiving Report
252.246-7001	Warranty of Data
252.246-7001 Alts I, II	Warranty of Data - Alternates I and II
252.246-7003	Notification of Potential Safety Issues
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations
252-246-7006	Warranty Tracking of Serialized Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7022	Representation of Extent of Transportation by Sea.
252.247-7023	Transportation of Supplies by Sea
252.247-7023 Alts I, II, III	Transportation of Supplies by Sea - Alternates I, II and III



DFARS Clauses	
Clause #	Clause Title
252.247-7024	Notification of Transportation of Supplies by Sea
252.247-7025	Reflagging or Repair Work
252.247-7026	Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade
252.247-7027	Riding Gang Member Requirements
252.247-7028	Application for US Government Shipping Documentation/Instructions
252.249-7000	Special Termination Costs
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering From Government Supply Sources



Additional Clauses	
Clause #	Clause Title
NIST 800-161 r1	Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations