


8-15-2017	SUPPLEMENTAL PURCHASE ORDER PROVISIONS FOR U.S. GOVERNMENT CONTRACTS / SUBCONTRACTS	
Rev -	PUR-FRM-006	Pg 1 of 10

SUPPLEMENTAL PURCHASE ORDER PROVISIONS FOR U.S. GOVERNMENT CONTRACTS / SUBCONTRACTS

As used herein, “FAR” shall mean the Federal Acquisition Regulation, “DFARS” shall mean the Department of Defense Supplement to the FAR and “Commercial Item” shall mean a commercial item as defined in FAR 2.101. The terms “Government”, “Contracting Officer”, and “Contractor” shall be applied and revised to suitably identify the contracting parties herein and affect the proper intent of the provision except where further clarified or modified in the paragraphs that follow. The term “Seller” (or “SELLER”) is used interchangeably with “Supplier”. The term “Subcontractor” (or “subcontractor”) shall mean “Supplier’s Subcontractor” under this Purchase Order. In the event of a conflict between these FAR or DFARS supplemental provisions and Dimation’s General Purchase Order Terms and Conditions, these FAR and DFARS supplemental provisions shall control.


Some of the provisions set forth below may not be applicable to specific Orders due to various conditions, such as, by way of example but not by way of limitation, the type of subcontract/purchase order issued, Public Law, Mandatory Flow Down requirements of a particular prime contract, monetary threshold, place, performance, type of effort or contract. Such provisions which are inapplicable to the specific Order shall not be removed from this document, and will be considered by all the parties to be self-deleting and without force and effect.

In certain circumstances, applicable law, statute, or regulation may require submission of a signed certification of compliance from the Supplier to Dimation. By accepting the Order from Dimation, Supplier expressly agrees to provide the required signed certification within 15 days of the original request.

1. If the value of the order exceeds \$3,500, Seller shall submit the following certifications and representations:
 - a. 52.219-1, Small Business Programs Representations (Oct 2014)
2. If the value of the order exceeds \$35,000. Seller shall submit the following certifications and representations:
 - a. 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
3. If the value of the order exceeds \$150,000, Seller shall submit the following certifications and representations:
 - a. 52.209-5, Certification Regarding Responsibility Matters (Oct 2015)
 - b. 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
 - c. 52.204-5, Women-Owned Business (Other Than Small Business) (Oct 2014)
4. Seller shall submit the following certification for all orders at the time of submission of its offer/quote:
 - a. 52.225-2, Buy American Act Certificate (May 2014)
 - b. 252.225-7000, Buy American—Balance Of Payments Program Certificate—Basic (Nov 2014)

In the event that Supplier is offering for sale commercial items or services, as defined in FAR 2.101 and where Dimation so requires, Supplier agrees to provide a written commercial item assertion that fully documents and supports the contention that the items or services are sold or offered for sale in the commercial market place or is similar in form., fit and function to an item sold or offered for sale in the commercial market place at a fair and reasonable price.

Supplier warrants that the Products (or “Goods”) and Services covered under this Section 17 U.S. GOVERNMENT CONTRACTS / SUBCONTRACTS of this Agreement/Contract are priced at the same rate and in the same manner as Dimation’s comparable commercial agreements/contracts for similar goods and services.

8-15-2017	SUPPLEMENTAL PURCHASE ORDER PROVISIONS FOR U.S. GOVERNMENT CONTRACTS / SUBCONTRACTS	
Rev -	PUR-FRM-006	Pg 2 of 10

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS. By either submitting its proposal/quotation or accepting this order, Supplier will be deemed to have certified that, to the best of its knowledge and belief, that: (a) Supplier and/or any of its Principals (as defined in FAR 52.209-5) , (1) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (2) 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 (3) are not presently indicted for otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(2) of this provision; and (b) that it has not within a three-year period preceding this offer had any contract terminated for default by any Federal agency. Supplier will provide immediate written notice to 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. The certification in this Section 41 is a material representation of fact upon which Buyer placed reliance in making the award

PRIORITY RATING If Dimation identifies an Order, as required by the US Government, as a “rated order” certified for national defense use, Supplier shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700). Supplier must accept or reject a rated Purchase Order and transmit the acceptance or rejection in writing (hard copy), or in electronic format, within fifteen (15) working days after receipt of a DO rated Purchase Order and within ten (10) working days after receipt of a DX rated Purchase Order to Dimation. If the Purchase Order is rejected, Supplier must provide the reason(s) for the rejection, pursuant to paragraphs (b) and (c) of the Defense Priorities and Allocations System regulation (15 CFR 700), subpart 700.13, “Acceptance and Rejection of Rated Orders”, in writing (hard copy) or by electronic format. Notwithstanding the foregoing, Supplier must accept this Purchase Order for Goods and may reject rated this Purchase Order only to the extent permitted by the Defense Priorities and Allocations System regulation (15 CFR 700).

The following provisions are applicable to and made part of this Order/Contract as if fully set forth herein. In addition, Supplier shall include in all subcontracts and purchaser orders it issues, any clause that by its terms is required to be included in lower-tier subcontracts and purchase orders. Supplier agrees to negotiate with Dimation when it seeks to incorporate additional provisions not otherwise referenced herein or to change provisions as Dimation reasonably deems necessary to comply with U.S. government contracts.

Supplier agrees to indemnify and hold Dimation harmless from and against any loss, damage, liability, or expenses caused by any failure of Supplier or Supplier’s lower-tier subcontractors or suppliers to comply with any of the provisions set forth in this document “**Supplemental Purchase Order Provisions for U.S. Government Contracts/Subcontracts**” and **DIMATION’S GENERAL PURCHASE ORDER TERMS AND CONDITIONS** in which this document is referenced.

The full text of each clause is available at:

FAR Clauses: <http://www.acquisition.gov/far/> and

DFAR Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

1. The following FAR clauses apply:

52.203-3	Gratuities (Apr 1984)	If value of this Contract equals or exceeds \$150,000 or more.
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	If value of this Contract is \$150,000 or more.
52.203-7	Anti - Kickback Procedures (May 2014)	All - if value of this Contract is \$150,000 or more, including paragraph (c) (5) but except paragraph (c) (1), in all subcontracts under this contract.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	All
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	If value of this Contract is \$150,000 or more.
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	Applies to all contracts that have a value of \$5,500,000 or more and a period of performance of more than 120 days.
52.203-14	Display of Hotline Poster(s) (Oct-2015)	Applies to all contracts \$5,500,000 or more (base + options), except when the contract is: (1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.
52.203-15	Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)	Applies to all contracts awarded under the ARRA Act funded in whole or in part with Recovery Act funds.
52.204-2	Security Requirements (Aug 1996)	Include in all contracts that involve access to classified information excluding any reference to the Government Changes clause of this contract.
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	Applies to all contracts when the seller is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)	Applies to all first-tier contract awards \$30,000 or greater.
52.204-11	RESERVED	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	All
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)	If value of this Contract equals or exceeds \$35,000.
52.211-5	Material Requirements (Aug 2000)	All
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)	If the face of the contract indicates that it is a DPAS rated order. "Rated Order" means a prime contract for any product, service, or material (including controlled materials) placed by a Delegated Agency under the provisions of the DPAS in support of an authorized program and which require preferential treatment, and includes subcontracts and purchase orders resulting under such contracts.
52.214-26	Audit and Records – Sealed Bidding (Oct 2010)	Applies to all contracts expected to exceed the threshold in FAR 15.403-4(a) (1) for submission of cost or pricing data.
52.215-2	Audit and Records—Negotiation (Oct 2010)	Applies to all contracts that are at or greater than the simplified acquisition threshold \$150,000 and – (1) That are cost-reimbursement, incentive, time-and-materials, labor hour, or price re-determinable type or any combination of these; (2) For which certified cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)	Applicable if submission of cost or pricing data is required. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.

52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Aug 2011)	Applicable if submission of cost or pricing data is required for modifications. Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.
52.215-12	Subcontractor Certified Cost or Pricing Data (Oct 2010)	If the value of this Contract exceeds \$750,000 and no exception from cost or pricing data applies.
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Oct 2010)	If the value of this Contract equals or exceeds \$750,000 and no exception from cost or pricing data applies.
52.215-14	Integrity of Unit Prices (Oct 2010)	If the value of this Contract is \$150,000 or more. Paragraph (b) is deleted.
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	Only applicable if cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
52.215-16	Facilities Capital Cost of Money (Jun 2003)	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the SELLER has proposed facilities capital cost of money in its offer.
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	Applicable only if this Contract is subject to the Cost Principles at FAR 31.2 and the SELLER did not propose facilities capital cost of money in its offer.
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	Only applicable if cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
52.215-19	Notification of Ownership Changes (Oct 1997)	Only applicable if cost or pricing data are required or for which any pre-award or post-award cost determinations will be subject to FAR Part 31.
52.215-20	Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data (Oct 2010)	If the value of this Contract exceeds \$750,000 and no exception from cost or pricing data applies.
52.215-21	Requirements for Certified Cost or Pricing Data or Information other than Cost or Pricing Data – Modifications (Oct 2010)	If the value of this Contract exceeds \$750,000 and no exception from cost or pricing data applies.
52.215-23	Limitations on Pass-Through Charges (Oct 2009)	Required including paragraph (f) in all cost-reimbursement contracts that exceed the simplified acquisition threshold (\$150,000), except if the prime contract is from DoD, then insert in all cost –reimbursement contracts and fixed price contracts, except those identified in FAR 15.408(n) 92) (i) (B) (2) that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4 (\$750,000).
52.216-10	Incentive Fee (Jun 2011)	All
52.219-8	Utilization of Small Business Concerns (Oct 2014)	All
52.219-9	Small Business Subcontracting Plan (Oct 2015)	All including commercial item contracts if value of this Contract is \$700,000 or more and order is placed with a Large Business as defined in FAR Part 19.
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	All
52.222-2	Payment for Overtime Premiums (Jul 1990)	All
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (May 2014)	Applies to contracts \$150,000 or more when the contract may require or involve the employment of laborers or mechanics except as exempt by FAR 22.305 (a) – (g).
52.222-17	Non-displacement of Qualified Workers (May 2014)	Applies to all contracts over the simplified acquisition threshold (\$150, 000) entered into in order to perform services. (1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors; (2) That the subcontractor will provide the Contractor with the

		information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and (3) The recordkeeping requirements of paragraph (f) of this clause.
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (May 2014)	If value of this Contract is \$15,000 or more.
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	All including commercial item contracts if value of this Contract is \$10,000 or more.
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)	Must be included when 52.222-21 and 52.222-26 are included.
52.222-26	Equal Opportunity (Apr 2015)	Applies to all contracts \$10,000 or more.
52.222-35	Equal Opportunity for Veterans (Oct 2015)	If value of this Contract is \$150,000 or more.
52.222-36	Affirmative Action for Workers with Disabilities (Jul 2014)	If value of this Contract is \$15,000 or more.
52.222-37	Employment Reports on Veterans (Feb 2016)	The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)	If this Contract exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.
52.222-41	Service Contract Act of 1965 (May 2014)	Applies to service contracts only.
52.222-50	Combating Trafficking in Persons (Mar 2015)	All
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (May 2014)	All
52.222-54	Employment Eligibility Verification (Oct 2015)	Applies to all contracts \$3,500 or more meeting the following criteria: (1) <i>Is for</i> — (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction (2) Has a value of more than \$3,500; and (3) Includes work performed in the United States.
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	Honeywell shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)	Insert provision 52.222-56, Certification Regarding Trafficking in Persons Compliance Plan in solicitations if: (1) It is possible at least \$500,000 of the value of the Contract may be performed outside the United States; and (2) The acquisition is not entirely for commercially available off-the-shelf items.
52.222-60	Paycheck Transparency (Executive Order 13673) (Oct 2016)	All subcontracts where the estimated value exceeds \$500,000, and is for other than commercially available off-the-shelf items.
52.223-3 & ALT I	Hazardous Material Identification and Material Safety Data (Jan 1997) & Alternate (1) (Jul 1995)	All
52.223-7	Notice of Radioactive Materials (Jan 1997)	Applies to all contracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	Applies to all contracts including commercial items \$3,500 and greater.
52.224-2	Privacy Act (Apr 1984)	If this Contract involves the design, development, or operation of a system of records on individuals.
52.225-1	Buy American Act – Supplies (May 2014)	All
52.225-5	Trade Agreements (Feb 2016)	The SELLER shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”
52.225-8	Duty Free Entry (Oct 2010)	All, including those with a import value of \$15,000 or greater
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)	All
52.227-1	Authorization and Consent (Dec 2007)	If this clause is included in the Buyer’s contract under which this Contract is issued.
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	If value of this Contract is \$150,000 or more.
52.227-3	Patent Indemnity (Apr 1984)	If this clause is included in Buyer’s contract under which this Contract is issued.
52.227-9	Refund of Royalties (Apr 1984)	If amount of royalties reported by SELLER during negotiations exceeds \$250.
52.227-10	Filing of Patent Applications – Classified Subject Matter (Dec 2007)	All
52.227-11	Patent Rights –Ownership by the Contractor (May 2014)	This clause, suitably modified, only applies if: (1) the contract is for experimental, development, or research work and SELLER is a small business or nonprofit organization; or (2) the contract is for experimental, development or research work where the patent rights clause at FAR Subpart 27.3 is required.
52.227-13	Patent Rights –Ownership by the Government (Dec 2007)	This clause suitably modified in all contracts regardless of tier, for experimental, development, or research work.
52.227-14	Rights in Data General (May 2014)	If this Contract is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
52.227-16	Additional Data Requirements (Jun 1987)	If this Contract is placed under a Government contract or subcontract other than DoD, NASA or DOE contracts and subcontracts.
52.227-17	Rights in Data – Special Works (Dec 2007)	If the Contract is primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government’s internal use, or when there is a specific need to limit distribution and use of the data and/or to obtain indemnity for liabilities that may arise out of the content, performance, or disclosure of the data.
52.227-18	Rights in Data – Existing Works (Dec 2007)	If the contract is exclusively for the acquisition, without modifications, of existing audiovisual and similar works of the type set forth in FAR 27.405(b).
52.227-19	Commercial Computer Software License (Dec 2007)	If this Contract is placed under a Government-Restricted Rights contract or subcontract other than DoD contracts and subcontracts.
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (Jul 2014)	If this Contract is to be performed outside the United States.
52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (Apr 1984)	If this Contract is to be performed outside the United States.
52.228-5	Insurance – Work on a Government Installation (Jan 1997)	If this Contract involves work on a Government installation.
52.229-3	Federal, State and Local Taxes (Feb 2013)	All
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	All contracts to small businesses where Honeywell’s Prime Contract provides for accelerated payments.

52.233-3 & ALT 1	Protest After Award (Aug 1996) & ALTERNATE I (Jun 1985)	All. Under paragraph (f) of this clause, Buyer may withhold or recover from SELLER any sums the Contracting Officer withholds or recovers from Buyer because of an intentional or negligent misstatement, misrepresentation, or miss-certification of the SELLER which results in a bid protest being sustained.
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)	All
52.236-13	Accident Prevention (Nov 1991), incl. Alt 1 (Nov 1991)	All
52.237-7	Indemnification and Medical Liability Insurance (Jan 1997)	All Contracts for health care services.
52.242-3	Penalties for Unallowable Costs (May 2014)	SELLER agrees to indemnify and hold Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of SELLER or SELLER's lower-tier subcontractors or vendors to comply with this clause.
52.242-13	Bankruptcy (Jul 1995)	All
52.242-15	Stop-Work Order (Aug 1989) Alt 1 (Apr 1984)	All
52.242-17	Government Delay of Work (Apr 1984)	All
52.244-6	Subcontracts for Commercial Items (Jun 2016)	All
52.245-1	Government Property (Apr 2012)	Fixed Price Negotiated
52.245-1 Alt I	Government Property Alternate I (Apr 2012)	Fixed Price Competitive
52.245-9	Use and Charges (Apr 2012)	All that include FAR 52.245-1
52.247-63	Preference for U.S.- Flag Air Carriers (Jun 2003)	All (except for commercial items)
52.247-64 & ALT 1	Preference For Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) & Alternate (1) (Apr 2003)	All
52.248-1	Value Engineering (Oct 2010)	If value of this Contract is \$150,000 or more.
52.249-14	Excusable Delays (Apr 1984)	In (a) (2) delete "or contractual".

2. If this Contract is released against a DOD contract, in addition to the FAR clauses noted above, the following DFAR clauses apply:

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)	If value of this Contract is \$150,000 or more. Include only if Buyer is the prime contractor to the Government (delete except for \$150,000 or more)
252.203-7002	Requirements to Inform Employees of Whistleblowers Rights (Sep 2013)	All
252.203-7004	Display of Hotline Posters (Oct 2015)	Applies to all Contracts that exceed \$5.5 million except when the Contract — (1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.
252.204-7000	Disclosure of Information (Aug 2013)	All
252.204-7012	Safeguarding of Unclassified Controlled Technical Information (Dec 2015)	Applies to all contracts, including those for commercial items
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Materials (Dec 1991)	All (unless the item being purchased contains no precious metals)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Oct 2015)	If value of this Contract equals or exceeds \$30,000.
252.211-7000	Acquisition Streamlining (Oct 2010)	If value of this Contract is \$1,500,000 or more.

252.211-7003	Item Unique Identification and Valuation (Mar 2016)	(1) All Contracts which involve the purchase of material items with a unit cost of \$5,000 or more. (2) Any Contract involving a material purchase if specified on the face of the PO or in the subcontract schedule.
252.215-7000	Pricing Adjustments (Dec 2012)	Applicable if FAR 52.215-11 or 52.215-12 or 52.215-13 is incorporated and made part of this Contract.
252.219-7003	Small Business Subcontracting Plan (DOD Contracts) (Mar 2016)	Applies to all contracts that contain the clause at FAR 52.219-9, Small Business Subcontracting Plan
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)	Applies to all contracts valued in excess of \$1,000,000, except a contract for the acquisition of commercial items, including commercially available off-the-shelf items.
252.222-7007	Representation Regarding Combating Trafficking in Persons (Jan 2015)	Applies to all solicitations and contracts that exceed the simplified acquisition threshold (presently \$150,000 which may be adjusted by the U.S. Government), including solicitations and contracts using FAR Part 12 procedures for the acquisition of commercial items.
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)	If the contract involves ammunition or explosives.
252.223-7003	Change in Place of Performance – Ammunition and Explosives (Dec 1991)	If the contract involves ammunition or explosives.
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives (Sep 1999)	All contracts involving: (1) the development, production, manufacture, or purchase of arms, ammunition, or explosives (AA&E); or (2) the provision of AA&E as Government-Furnished Property.
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)	Include the substance of this clause, including this paragraph (d), in all Contracts for supplies, maintenance and repair services, or construction materials.
252.225-7001	Buy American Act and Balance of Payments Program (Aug 2016)	All
252.225-7002	Qualifying Country Sources as Subcontractors (Dec 2016)	All
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	Any supplies or services covered by the United States Munitions List that are delivered under this Contract may not be acquired, directly or indirectly from a Communist Chinese military company.
252.225-7008	Restriction on Acquisition of Specialty Metals (Mar 2013)	Applicable if the Work to be furnished contains specialty metals.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)	Applies to all contracts for items containing specialty metals as follows: (1) Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception; (2) Exclude paragraph (d) of this clause; and (3) Include this paragraph).
252.225-7010	Commercial Derivative Military Article— Specialty Metals Compliance Certificate (Jul 2009)	Applicable when 252.225-7009 is included in the contract.
252.225-7012	Preference for Certain Domestic Commodities (Aug 2016)	If value of this Contract is \$150,000 or more.
252.225- 7013	Duty Free Entry (May 2016)	Use instead of FAR 52.225-8.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)	As applicable including Commercial Items Contracts.
252.225-7021	Trade Agreements (Aug 2016)	SELLER shall deliver under this Contract only U.S.- made, qualifying country, or designated country end products unless— (1) In its offer, the SELLER specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and (2)(i) Offers of U.S.-made, qualifying country, or designated

		country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or (ii) A national Interest waiver has been granted.
252.225-7025	Restriction on Acquisition of Forgings (Dec 2009)	All forging item contracts or for other contracts that contain forging items.
252.225-7028	Exclusionary Policies and Practices of Foreign Governments (Apr 2003)	If the contract involves supplies and services for international military education training and Foreign Military Sales (FMS).
252.225-7033	Waiver of United Kingdom Levies (Apr 2003)	Applicable if this Contract is with a United Kingdom firm.
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Oct 2015)	All contracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in: (1) contingency operations; (2) humanitarian or peacekeeping operations; (3) other military operations; or (4) military exercises designated by the Combatant Commander.
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States (Jun 2015)	Include in all contracts that require performance or travel outside the United States.
252.226-7001	Utilization of Indian Organizations and Indian Owned Economic Enterprises (Sep 2004)	All contracts over \$500,000 including Commercial Items as applicable.
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)	If this Contract includes delivery of technical data for a noncommercial item, component or process.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)	If this Contract includes delivery of noncommercial software and related data.
252.227-7015	Technical Data-Commercial Items (Feb 2014)	If this Contract includes delivery of technical data for a commercial item, component, or process.
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)	All
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)	If this Contract includes delivery of technical data or software.
252.227-7019	Validation of Asserted Restrictions - Computer Software (Sep 2011)	If this Contract includes delivery of software.
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)	If the Government or Buyer has provided SELLER with technical data or software that is marked with another contractor's restrictive legend.
252.227-7026	Deferred Delivery of Technical Data or Computer Software (Apr 1988)	If this Contract includes delivery of technical data or software.
252.227-7027	Deferred Ordering of Technical Data or Computer Software (Apr 1988)	If this Contract includes delivery of technical data or software.
252.227-7028	Technical Data or Computer Software Previously delivered to the Government (Jun 1995)	The definitions for "contract" and "subcontract" shall not apply here, except for the first reference to contract.
252.227-7030	Technical Data – Withholding of Payment (Mar 2000)	If this Contract includes delivery of technical data.
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)	If this Contract includes delivery of technical data.
252.227-7038	Patent Rights – Ownership by the Contractor (Large Business) (Jun 2012)	Applies to large businesses only.
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)	All
252.231-7000	Supplemental Cost Principles (Dec 1991)	All

252.235-7003	Frequency Authorization Basic (Mar 2014)	If radio frequency authorization required.
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013)	All contracts that involves the acquisition of steel as a construction material.
252.239-7018	Supply Chain Risk (Oct 2015)	All
252.243-7001	Pricing of Contract Modifications (Dec 1991)	All
252.243-7002	Requests for Equitable Adjustment (Dec 2012)	If the value of this Contact is \$150,000 or more.
252.244-7000	Subcontracts for Commercial Items and Commercial Components (Jun 2013)	This Contract also includes in addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the clauses identified herein and incorporated by reference herein.
252.246-7001 and Alt I	Warranty of Data (Mar 2014) & Alternate (1) (Mar 2014)	All
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016)	All subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.
252.246-7008	Sources of Electronic Parts (Aug 2016)	All subcontracts, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to Cost Bearer (Jun 2013)	All contracts with motor carriers, brokers, or freight forwarders.
252.247-7023	Transportation of Supplies by Sea (Apr 2014)	If value of this Contract is \$150,000 or more.
252.247-7024	Notification of Transportation of Supplies by Sea (Mar 2000)	If value of this Contract is \$150,000 or more.
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Oct 2015)	If value of this Contract is \$700,000 or more when Buyer is the prime contractor, and \$150,000 or more when Buyer is a first-tier subcontractor.

3. If this Contract is released against a Federal Aviation Administration (FAA) in addition to the FAR clauses noted above, the following FAA clauses apply:

3.10-3-2	Government Property Basic Clause (Oct 2012)	For use in connection with and under the terms of this contract, the Government furnished property (GFP) also referred to as Federal Aviation Administration (FAA) Furnished Property.
3.10.3-2	3.10.3-2 Alternate I Government Property Basic Clause (Oct 2014)	Must be used in all Screening Information Requests (SIRs) and contracts that are fixed price and include property.
3.10.3-2	3.10.3-2 Alternate II Government Property Basic Clause (Oct 2014)	Must be used in all Screening Information Requests (SIRs) and contracts that are cost, labor hour, or time and material and include property.
14 CFR 440.17 (b) and (c)	Reciprocal Waiver of Claims Requirements (Feb 2011)	Include in all FAA contract activities regardless of dollar value when included in the Honeywell customer contract