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**PURCHASING SUPPLEMENT – U.S. GOVERNMENT CONTRACTS**

**Rev. 07/20/2020**

**1. U.S. Government Required Provisions.** Seller shall modify the Terms and/or this Purchasing Supplement – U.S. Government Contracts (“**USG Terms**”) as Buyer reasonably deems necessary to comply with any applicable Prime Contract or with amendments or modifications to any applicable Prime Contract.

**2. Rescission, Adjustment, or Termination for Illegal or Improper Activity.** (a) If the U.S. Government pursues action under FAR 52.203-8, “Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity” and cancels the solicitation or rescinds the prime contract to which this order relates, and such action results from Seller’s violation of the Procurement Integrity Act, 41 U.S.C. 423, Buyer may (1) rescind this Order; (2) recover from Seller all amounts paid by Buyer to Seller related to this Order; (3) recover from Seller any amounts including any penalty prescribed by law, which Buyer is required to pay ; and, (4) recover from Seller any other costs, expenses, liabilities incurred by Buyer in connection with Seller’s violation of the Procurement Integrity Act.

(b) Seller shall pay Buyer the amount that Buyer’s price or fee is reduced pursuant to FAR clause 52.203-10, “Price or Fee Adjustment for Illegal or Improper Activity” to extent such reduction results from Seller’s violation of the Procurement Integrity Act and as such act is implemented in the FAR. In the event the Government terminates for default any Buyer prime contracts under which this Order is issued, as a result of Seller’s violation of the Procurement Integrity Act, Buyer shall have the right to terminate this Order in whole or part.

(c) Buyer’s rights and remedies under this section 2 shall be in addition to any other rights and remedies provided by law, regulation, or under this Order.

**3. USG Terms.** In addition to the above, if this Order contains a U.S. Government Prime Contract Number or if any of the Products to be supplied under this Order are to be used for a Prime Contract, the following clauses, as amended or superseded from time to time, are incorporated by reference and made a part hereof. While Buyer has used its best efforts to include all applicable or potentially applicable United States Government contract clauses in these Terms, such clauses are mandatory under statutes or other regulations and shall be included herein by operation of law, regardless of whether Buyer has included such clauses into the Order. The applicable versions of these clauses are the versions in effect on the date of this Order, unless otherwise specified in the Prime Contract. Unless specified otherwise, as used in the clauses below, the term “Contractor” shall mean “Seller,” the term “Contract” shall mean “Order,” and the term “subcontractor” shall mean Seller’s subcontractors. Seller will incorporate all applicable United States Government contract clauses in all of its subcontracts placed in support of this Order, as applicable. The full text of these clauses are provided at <http://farsite.hill.af.mil/> and <https://www.acquisition.gov>.

**FAR TITLE:**



**Whitcraft**

**52.203-3 Gratuities**

**52.203-5 Covenant Against Contingent Fees**

**52.203-6 Restrictions on Subcontractor Sales to the Government**

**52.203-7 Anti-Kickback Procedures** (Delete paragraph (c) (1)). In (c) (2), copy of such reports shall also be provided to Buyer. Buyer shall have the right to withhold from Seller, the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller or any amounts the Government withholds from Buyer as a result of Seller's violation of this clause. In (c)(3), Seller shall cooperate with Buyer and any Federal agency investigating a possible violation described in paragraph b.

**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**

**52.203-13 Contractor Code of Business Ethics and Conduct** (Applicable if Order exceeds \$5,500,000 and has a performance period for longer than 120 days.)

**52.203-14 Display of Hotline Posters** (Applicable if Order exceeds \$5,500,000. Inapplicable to Order for commercial items or if Order will be performed entirely overseas.)

**52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act** (Applicable for Order if funded with ARRA funds.)

**52.203-17 Contractor Employee Whistleblower Rights and Requirement** (Applicable to any Order over Simplified Acquisition threshold.)

**52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements**

**52.204-2 Security Requirements** (Applicable if work requires access to classified information. Delete paragraph (c) of the clause.)

**52.204-9 Personal Identity Verification of Contractor Personnel** (Applicable according to paragraph (d) of the clause.)

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards** (As applicable according to the clause.)

**52.204-21 Basic Safeguarding of Covered Contractor Information Systems**

**52.209-06 Protecting the Government's Interest when Subcontracting with contractors debarred, Suspended, or Proposed for Debarment**

**52.211-5 Material Requirements** ("Contracting Officer" means Buyer's authorized procurement representative).

**52.211-15 Defense Priority and Allocation Requirements** (Applicable only if so identified as a "rated order").

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items** (Applicable for commercial items.)

**52.214-26 Audit & Records-Sealed Bidding** ("Contracting Officer" means Buyer's authorized procurement representative).

**52.214-27 Price Reduction for Defective Cost or Pricing Data – Modifications – Sealed Bidding** (Applicable if cost or pricing data required.)

**52.214-28 Subcontractor Cost or Pricing Data - Modifications – Sealed Bidding** (Applicable if cost or pricing data required.)



## Whitcraft

- 52.215-2 Audit and Records Negotiation** (“Government Contracting Officer” means Government Contracting Officer and authorized representatives and Buyer’s authorized procurement representative.)
- 52.215-10\* Price Reduction for Defective Cost or Pricing Data** (Applicable if cost or pricing data required.)
- 52.215-11\* Price Reduction for Defective Cost or Pricing Data-Modifications** (Applicable if cost or pricing data required.)
- 52.215-12\* Subcontractor Cost or Pricing Data** (Applicable if cost or pricing data required.)
- 52.215-13\* Subcontractor Cost or Pricing Data-Modifications** (Applicable if cost or pricing data required.) \*FAR 52.215-10, 52.215-11, 52.215-12 and 52.215-13 – (“Contracting Officer” means Government Contracting Officer and Buyer; “Government” means Government and Buyer); If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors’ submission and certification of alleged or actual defective cost or pricing data, which data was certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer’s Certificate of Current Cost or Pricing Data to the U.S. Government or their furnishing of any data of any description that is allegedly or actually inaccurate as set forth in these clauses, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting these clauses and FAR 52.230-6. The rights and obligations under these clauses survive Order completion and final payment under this Order.
- 52.215-14 Integrity of Unit Prices** with its ALTI (“Contracting Officer” means “Buyer’s authorized procurement representative”).
- 52.215-15 Termination of Defined Benefit Pension Plans** (“Government” means “Government and Buyer.”)
- 52.215-16 Facilities Capital Cost of Money** (Applicable to cost type Orders.)
- 52.215-17 Waiver of Facilities Capital Cost of Money** (Applicable to cost type Orders.)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other than Pensions**
- 52.215-19 Notification of Ownership Changes** (“Administrative Contracting Officer” and “ACO” mean Buyer’s authorized procurement representative).
- 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data** (“Contracting Officer” means Buyer’s authorized procurement representative).
- 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data- Modifications** (“Contracting Officer” means Buyer’s authorized procurement representative).
- 52.215-23 Limitations on Pass-Through Charges**
- 52.216-7 Allowable Cost and Payment** (Applicable to cost-type Orders.)
- 52.216-8 Fixed Fee**
- 52.216-10 Incentive Fee**
- 52.216-16 Incentive Price Revision – Firm Target**
- 52.216-17 Incentive Price Revision – Successive Targets**
- 52.217-7 Option for Increased Quantity – Separately Priced Line Item**
- 52.219-8 Utilization of Small Business Concerns**



## Whitcraft

**52.219-9 Small Business Subcontracting Plan** (Applicable if the Seller is not a small business and the value of this Contract equals or exceeds \$500,000 in subparagraph (c) only, substitute “Buyer’s Procurement Representative” for “Contracting Officer”, “Administrative Contracting Officer”, and “ACO.” The Seller’s subcontracting plan is incorporated herein by reference.)

**52.219-16 Liquidated Damages. Subcontracting Plan**

**52.222-1 Notice to Government of Labor Disputes** (“Contracting Officer” means “Buyer’s authorized procurement representative.”)

**52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation** Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this FAR clause.

**52.222-20 Walsh-Haley Public Contracts Act**

**52.222-21 Prohibition of Segregated Facilities**

**52.222-26 Equal Opportunity** (only subparagraphs (b)(1) through (b)(11) apply)

**52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

**52.222-36 Affirmative Action for Workers with Disabilities**

**52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era**

**52.222-41 Service Contract Act of 1965, as Amended** (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 C.F.R. Part 4.)

**52.222-50 Combating Trafficking in Persons**

**52.222-54 Employment Eligibility Verification**

**52.223-2 Clean Air and Water** (Not applicable if this Order is issued pursuant to a Prime Contract after 25 February 2000.)

**52.223-3 Hazardous Material Identification and Material Safety Data** (“Government” means Government and Buyer and “Contracting Officer” means Buyer’s authorized procurement representative).

**52.223-7 Notice of Radioactive Materials** (“Contracting Officer” means Government Contracting Officer and Buyer’s authorized procurement representative and “Government” means Government and Buyer).

**52.223-10 Waste Reduction Program**

**52.223-11 Ozone-Depleting Substances**

**52.223-14 Toxic Chemical Release Reporting** (Delete paragraph e)(“Contracting Officer” means Buyer’s authorized procurement representative).

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving**

**52.225-1 Buy American Act – Supplies** (Applicable if the articles contain other than domestic components. In paragraph (c) substitute “Buyer’s authorized procurement representative” for “Contracting Officer.”)

**52.225-5 Trade Agreements** (Applicable if the articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products).

**52.225-8 Duty Free Entry** (“Contracting Officer” means “Buyer’s authorized procurement representative.” Change “20” days to “30” days in (c)(1).)

**52.225-13 Restrictions on Certain Foreign Purchases**



## Whitcraft

**52.227-1 Authorization and Consent** (Applicable only if the Prime Contract contains this clause; In subparagraph (a)(2)(ii), “Contracting Officer” means Buyer’s authorized procurement representative).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (“Contracting Officer” means Buyer’s authorized procurement representative and “Government” means Government or Buyer).

**52.227-9 Refund of Royalties** (“Contracting Officer” means Buyer’s authorized procurement representative and “Government” means Buyer).

**52.227-10 Filing of Patent Applications-Classified Subject Matter**

**52.227-11 Patent Rights Retention By the Contractor (Short Form)** (Applicable if Seller is a small business concern or domestic nonprofit organization and this order is for experimental, developmental, or research work.)

**52.227-12 Patent Rights-Retention by the Contractor (Long Form)** (Applicable if Seller is a large business concern and this Order is for experimental, developmental, or research work.)

**52.227-14 Rights in Data – General**

**52.230-2 Cost Accounting Standards** (As applicable per clause.)

**52.232-16 Progress Payments**

**52.232-17 Interest**

**52.232.20 Limitation of Cost**

**52.232-22 Limitation of Funds**

**52.233-3 Protest After Award** (If Buyer’s customer or the U.S. Government has directed Buyer to stop performance under Prime Contract under FAR 33.1, Buyer may direct Seller in writing to stop performance of this Order by written notice to Seller; “Government” means Buyer, and “Contracting Officer” means Buyer’s authorized procurement representative).

**52.234-1 Industrial Resources Developed Under Defense Production Act** (“Contracting Officer” means “Buyer’s authorized procurement representative”)

**52.242-3 Penalties for Unallowable Costs**

**52.242-13 Bankruptcy** (“Contracting Officer” means Buyer’s authorized procurement representative).

**52.242-15 Stop Work Order** (“Contracting Officer” means Buyer’s authorized procurement representative and “Government” means “Buyer”).

**52.243-1 Changes – Fixed Price** (“Contracting Officer” means Buyer’s authorized procurement representative and “Government” means Buyer; delete the reference to the Disputes clause in paragraph (e)). Notwithstanding the above, Buyer may make changes to this Order delivery schedule without cost impact provided that: (i) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule acceleration; (ii) Buyer provides a minimum four (4) week notice to Seller for any delivery schedule deceleration; and (iii) prices for rescheduled Products will be those in effect at the time of the delivery.

**52.243-6 Change Order Accounting**

**52.244-5 Competition in Subcontracting**

**52.244-6 Subcontracts for Commercial Items**

**52.245-1 Government Property (Fixed Price Contracts)** (“Government” means “Buyer” except in phrases “Government Furnished Property” and “Government Property” and in references to title to property. In paragraphs (f), (j) and (j)(1), where “Government” means “Government” or



## Whitcraft

“Buyer.” “Contracting Officer” means Buyer’s authorized procurement representative. Seller shall provide Buyer with immediate notice of any Government disapproval or Government withdrawal of approval or Government non-acceptance of Seller’s property control system.)

### **52.245-9 Use and Charges**

**52.245-17 Special Tooling** (If this Order is issued pursuant to a DOD Government Contract, the April 1984 version of this clause is applicable. Applicable if special tooling is acquired or fabricated by Seller for Government or furnished by the Government (directly or through Buyer) under this Order. “Contracting Officer” means “Buyer’s authorized procurement representative.”)

**52.245-18 Special Test Equipment** (“Government” means “Buyer or Government” and “Contracting Officer” shall mean the Contracting Officer for Buyer’s Government Prime Contract for which this Order is issued. Seller’s notice or communication to Government Contracting Officer shall be through Buyer.)

**52.246-2 Inspection of Supplies - Fixed Price** (“Contracting Officer” means “Buyer’s authorized procurement representative” and “Government” means “Government and Buyer” except in paragraphs (f), (i) and (l) where “Government” means “Buyer.”)

**52.246-3 Inspection of Supplies – Cost Reimbursement** (As applicable to cost-reimbursement subcontracts.)

**52.246-4 Inspection of Services – Fixed Price** (“Government” means “Buyer” except in (b), (c), and (d), “Government” means “Government and Buyer”.)

### **52.246-6 Inspection – Time & Material and Labor Hour**

**52.246-7 Inspection of Research and Development-Fixed Price** (“Contracting Officer” means “Buyer’s authorized procurement representative” and “Government” means “Government and Buyer” except in paragraphs (d) and (f) where “Government” means “Buyer.”)

**52.246-23 Limitation of Liability** (Not applicable to the extent this Order is issued pursuant to a Prime Contract dated after January 1997).

**52.246-25 Limitation of Liability-Services** (Not applicable to the extent this Order is issued pursuant to a Prime Contract dated after January 1997).

### **52.247-63 Preference for U.S.-Flag Air Carriers**

**52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels** (In (c) (ii), subcontractor means Seller). This clause applies and is incorporated herein by reference. The Contractor shall insert the substance of this clause in all subcontracts for items containing specialty metals.

**52.248-1 Value Engineering** (“Contracting Officer” means “Buyer’s authorized procurement representative” and “Government” means “Buyer” except in (c)(5) and (m) “Government” means “Government and Buyer”).

**52.249-2 Termination for the Convenience of the Government (Fixed Price)** (“Government” means Buyer and “Contracting Officer” means “Buyer’s authorized procurement representative” except in paragraph (n) where they mean “Government or Buyer” and “Contracting Officer or Buyer’s authorized procurement representative” respectively. In paragraph (c), “120 days” and “120 day period” mean “60 days” and “60 day period” respectively. In paragraph (d), the term “45 days” is changed to “90 days.” The term “1 year” in paragraph (e) is changed to “6 months.” Paragraph (i) is deleted. In paragraph l, “90 days” is changed to “45 days.” Settlements and payments under this clause may be subject to Contracting Officer approval.)



## Whitcraft

**52.249-8 Default** (“Government” means Buyer and “Contracting Officer” means “Buyer’s authorized procurement representative” except in paragraph (e) where they mean “Government and Contracting Officer” respectively.)

### **52.249-14 Excusable Delays**

#### **DFARS TITLE:**

#### **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** (The definition of “contract”, “contractor” and “subcontract” are not modified in paragraphs (a) (d) of this clause. “Contracting Officer” means “Buyer’s authorized procurement representative.” Delete paragraph (g)).

#### **252.203-7002 Requirements to Inform Employees of Whistleblower Rights**

#### **252.203-7004 Display of Fraud Hotline Posters**

#### **252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements**

**252.204-7000 Disclosure of Information** (“Contracting Officer” means “Buyer’s authorized procurement representative”; Change “45 days” to “60 days”).

#### **252.204-7012 Safeguarding of Unclassified Controlled Technical Information**

#### **252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material**

#### **252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty**

#### **252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country**

#### **252.209-7010 Critical Safety Items**

**252.211-7000 Acquisition Streamlining** (“Government” means Buyer).

#### **252.211-7003 Item Identification and Valuation****252.211-7007 Reporting of Government-Furnished Property**

#### **252.211-7007 Reporting of Government-Furnished Property**

**252.215-7000 Pricing Adjustments** (Applicable if FAR 52.215-12 or 52.215-13 applies to this contract)

#### **252.216-7009 Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding**

**252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)** (This clause supplements FAR 52.219-9; delete paragraph (g)).

#### **252.223-7001 Hazard Warning Labels**

**252.223-7002 Safety Precautions for Ammunition & Explosives** (Applicable if articles furnished under this Order contain ammunition or explosives as defined in this clause, “Contracting Officer” means “Government Contracting Officer or Buyer”; “Government” means “Government and Buyer”).

**252.223-7003 Change in Place of Performance – Ammunition and Explosives** (Applicable if DFARS 252.223-7002 applies to this Order. “Contracting Officer” means “Buyer’s authorized procurement representative” and “Government” means “Government and Buyer”)

#### **252.223-7004 Drug Free Work Place**



## Whitcraft

**252.223-7005 Hazardous Waste Liability** (“Contracting Officer” means “Buyer’s authorized procurement representative” Not applicable if this Order is pursuant to a prime contract issued after 12/9/98).

**252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials with its Alt. I.** (“Government” means “Government and Buyer”).

**252.223-7008 Prohibition of Hexavalent Chromium**

**252.225-7001 Buy American Act and Balance of Payments Program**

**252.225-7002 Qualifying Country Sources as Subcontractors**

**252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States**

**225.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals**

**252.225-7012 Preference for Certain Domestic Commodities**

**252.225-7014 Preference for Domestic Specialty Metals with its Alt. I.** (a) Definitions. As used in this clause: (1) “Qualifying country,” means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement. (2) “Specialty metals” means— (i) Steel— (A) 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 (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium; (ii) 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; (iii) Titanium and titanium alloys; or (iv) Zirconium and zirconium base alloys. (b) Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States or its outlying areas. (c) This clause does not apply to specialty metals melted in a qualifying country or incorporated in an article manufactured in a qualifying country. (d) If any article delivered under this order is comprised of or incorporates specialty metals, the contract clause in Federal Acquisition Regulation

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings**

**252.225-7021 Trade Agreements** (Applicable if the articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5)

**252.225-7028 Exclusionary Policies and Practices of Foreign Governments**

**252.225-7036 Buy American Act – Free Trade Agreement – Balance of Payments Program**

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the U.S.**

(Applicable if Seller will be performing outside the U.S. for this Order)

**252.225-7048 Export Controlled Items**

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises** (This clause applies when the Order is for other than commercial items and exceeds or is expected to exceed the simplified acquisition threshold in FAR Part 2).

**252.227-7013 Rights in Technical Data-Noncommercial Items**

**252.227-7014 Rights in Noncommercial Computer Software & Non Commercial Computer Software Documentation**

**225.227-7015 Technical Data – Commercial Items**

**252.227-7016 Rights in Bid or Proposal Information**

**252.227-7019 Validation of Asserted Restrictions-Computer Software with Restrictive Legends** (In paragraph (c)(1), “Government” means Government and Buyer).





**Whitcraft**

**252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked**

**252.227-7026 Deferred Delivery of Technical Data or Computer Software** (“Government” means “Buyer”).

**252.227-7027 Deferred Ordering of Technical Data or Computer Software** (“Government” means “Government or Buyer.”)

**252.227-7028 Technical Data or Computer Software Previously Delivered to the Government** (The terms Contract and Subcontract shall not change in meaning).

**252.227-7030 Technical Data – Withholding of Payment** (“Government” means Government and Buyer; “Contracting Officer” means “Buyer’s authorized procurement representative.”)

**252-227-7036 Declaration of Technical Data Conformity**

**252.227-7037 Validation of Restrictive Markings on Technical Data**

**252.227-7038 Patent Rights – Ownership by the Contractor (Large Business)**

**252.227-7039 Patents-Reporting of Subject Inventions**

**252.228-7001 Ground and Flight Risk**

**252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles** (“Administrative Contracting Officer” means Government Administrative Contracting Officer and Buyer’s authorized procurement representative).

**252.231-7000 Supplemental Cost Principles**

**252.234-7002 Earned Value Management System**

**252.234-7003 Notice of Cost and Software Data Reporting System**

**252.234-7004 Cost and Software Data Reporting System**

**252.235-7003 Frequency Authorization** (“Contracting Officer” means “Buyer’s authorized procurement representative”).

**252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services** (Applicable if this Order requires securing telecommunications).

**252.239-7018 Supply Chain Risk**

**252.243-7001 Pricing of Contract Modifications**

**252.244-7000 Subcontracts for Commercial Items and Commercial Components**

**252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property**

**252.245-7002 Reporting Loss of Government Property**

**252.245-7004 Reporting, Reutilization, and Disposal**

**252.246-7001 Warranty of Data**

**252.246-7003 Notification of Potential Safety Issues**

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System**

**252.247-7023 Transportation of Supplies by Sea**

**252.249-7002 Notification of Anticipated Contract Termination or Reduction**

4. **Subcontracts for Commercial Items.** (a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items minimal number of additional clauses necessary to satisfy its contractual obligation.



**Whitcraft**

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.