

General Terms and Conditions of Purchase

Supplement 2 – Department of Defense FAR Supplement (DFARS) Government Contract Provisions

1. When the products or services furnished are for use in connection with a U.S. Government Department of Defense prime contract or subcontract, in addition to the DRS General Purchase Order Terms and Conditions and the Supplement 1 FAR provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each Department of Defense FAR Supplement (hereinafter “DFARS”) provision shall be the same version as that which appears in Buyer’s prime contract (as amended) or higher tier subcontract (as amended) under which this Purchase Order is a subcontract. For the acquisition of commercial items under Purchase Orders placed in support of, and charged to, a U.S. Government Department of Defense prime contract or subcontract, the only DFARS clauses that are flowed down are those required by a particular DFARS provision to be flowed down, and those clauses are annotated with *. For the definition of a commercial item, see FAR 2.101.
2. In the event of a conflict between these DFARS provisions, or the Supplement 1 FAR provisions, and the General Purchase Order Terms and Conditions, the DFARS provisions shall control.
3. Seller shall insert these provisions in selected lower tier subcontracts, either verbatim or in substance, and by incorporation-by-reference or otherwise, as appropriate.
4. In all clauses listed herein, the terms “Government,” “Contracting Officer” and “Contractor” shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor,” however, shall mean “Seller’s Subcontractor” under the Purchase Order.
5. If any DFARS clauses do not apply to a specific Purchase Order, such clauses are considered self-deleting.

A. Applicable to All Purchase Orders

252.203-7002*	Requirement to Inform Employees of Whistleblower Rights
252.203-7003*	Agency Office of the Inspector General (applies when FAR 52.203-13 applies to this Purchase Order)
252.204-7000*	Disclosure of Information
252.204-7010*	Requirement for Contractor to Notify DoD if the Contractor’s Activities are

- Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol (applies if the prime is subject to provisions in U.S.-International Atomic Energy Agency Additional Protocol)
- 252.204-7012* Safeguarding of Unclassified Controlled Technical Information (reports required under (d) shall be made through Buyer's Purchasing Representative; "Contracting Officer" means "Contracting Officer and Buyer")
- 252.208-7000* Intent to Furnish Precious Metals as Government-Furnished Material
- 252.211-7003* Item Unique Identification & Valuation (applies if the Purchase Order requires the Work to contain "unique item identification"; items subject to unique item identification are identified elsewhere in this Purchase Order; all reports required to be submitted under this clause shall be made through Buyer's Purchasing Representative)
- 252.215-7000 Pricing Adjustments (applies if FAR 52.215-12 or 52.215-13 applies to this Purchase Order)
- 252.222-7000 Restrictions on Employment of Personnel
- 252.223-7001* Hazard Warning Labels (applies if this Purchase Order requires delivery, treatment, or disposal of hazardous materials)
- 252.223-7002* Safety Precautions for Ammunition and Explosives (applies only if the articles furnished under this Purchase Order contain ammunition or explosives, including liquid and solid propellants; "Government" means "Government and Buyer"; any communication to the Contracting Officer shall be through Buyer's Purchasing Representative; delete "prime" in paragraph (g)(1)(ii) and add "and Buyer's Purchasing Representative," and delete "substituting its name for references to the Government")
- 252.223-7003* Change in Place of Performance – Ammunition and Explosives (applies if DFARS 252.223-7002 applies to this Purchase Order; "Government" shall mean "Government or Buyer")
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (applies if Purchase Order requires or permits treatment or disposal of non-Department of Defense-owned toxic or hazardous materials; applicable to subcontracts performed, even partly, on a Department of Defense installation)
- 252-223-7007* Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (applies if this Purchase Order is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Seller as Government Furnished Property)
- 252.223-7008* Prohibition of Hexavalent Chromium
- 252.225-7001* Buy American and Balance of Payments Program (applies if the Work contains other than domestic components; applies in lieu of FAR 52.225-1)

252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7007*	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies if Seller is supplying items on the U.S. Munitions list)
252.225-7012*	Preference for Certain Domestic Commodities
252.225-7013	Duty-Free Entry (applies in lieu of FAR 52.225-8; the prime contract number and identity of the Contracting Officer are contained elsewhere in this Purchase Order; if this information is not available, contact Buyer's Purchasing Representative)
252.225-7016	Restriction of Acquisition of Ball and Roller Bearings (applies if Work supplied under this Purchase Order contains ball or roller bearings)
252.225-7019*	Restriction on Acquisition of Anchor and Mooring Chain (applies to Purchase Orders for items containing welded shipboard anchor and mooring chain, 4-inches or less in diameter)
252.225-7020	Trade Agreements Certificate (applies in solicitations that include the clause at 252.225-7021, Trade Agreements; does not apply if the Solicitation includes FAR 52.204-7)
252.225-7021*	Trade Agreements (applies if the Work contains other than U.S.-made qualifying country, or designated country end products; applies in lieu of FAR 52.225-5)
252.225-7025	Restriction on Acquisition of Forgings (applies to Purchase Orders for forging items)
252.225-7027*	Restriction on Contingent Fees for Foreign Military Sales (applies to solicitations and Purchase Order that are for Foreign Military Sales)
252.225-7028*	Exclusionary Policies and Practices of Foreign Governments (applies to solicitations and Purchase Orders that are for Foreign Military Sales)
252.225-7030*	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (applies to solicitations and Purchase Orders that (1) require delivery to the Government of carbon, alloy, or armor steel plate that will be used in a Government-owned facility or (2) require contractors operating in a Government-owned facility or a facility under the control of the Department of Defense to purchase carbon, alloy, or armor steel plate)
252.225-7031*	Secondary Arab Boycott of Israel
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (applies where Seller will be performing or traveling outside the

	U.S. under this Purchase Order; for paragraph (c), see applicable information in DFARS 225-7401)
252.225-7048	Export Controlled Items
252.227-7013*	Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14)
252.227-7014*	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14)
252.227-7015*	Technical Data – Commercial Items (applies whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government)
252.227-7016	Rights in Bid and Proposal information (no substitutions for “Government” or “Contracting Officer” are made)
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions
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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (in paragraph (c), “Government” means “Government and Buyer”)
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 (the definitions for “contract” and “subcontract” shall not apply herein, except for the first reference to the contract; “Government” means “Government or Buyer”)
252.227-7030	Technical Data- Withholding of Payment (in paragraph (b), “Government” means “Government or Buyer”)
252.227-7033	Rights in Shop Drawings
252.227-7037*	Validation of Restrictive Markings on Technical Data (no substitutions for “Government” or “Contracting Officer” are made)
252.227-7038	Patent Rights - Ownership by Contractor (Large Business) (applies if Seller is not a small business or nonprofit organization subject to FAR 52.227-11 and the Purchase Order is for experimental, developmental, or research work)

252.227-7039	Patents – Reporting of Subject Inventions (applies to solicitations and Purchase Orders that will include FAR 52.227-11)
252.228-7001	Ground and Flight Risk (applies to Purchase Orders for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies)
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (in paragraph (a), communications to the Contracting Officer shall go through Buyer’s Purchasing Representative; in paragraph (b), “Government” means “Government and Buyer”)
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes – US Assistance Programs
252.231-7000	Supplemental Cost Principles
252.235-7003	Frequency Authorization (applies if this Purchase Order requires developing, producing, constructing, testing, or operating a device requiring a radio frequency authorization)
252.236-7013*	Requirement for Competition Opportunity for American Steel Producers, Fabricators and Manufacturers (applies only to Purchase Orders that involve the acquisition of steel as a construction material)
252.237-7019*	Training for Contractor Personnel Interacting with Detainees (applies only to Purchase Orders that may require Seller’s personnel to interact with detainees in the course of their duties)
252.237-7023	Continuation of Essential Contractor Services (for services contracts only)
252.239-7016	Telecommunications Security Equipment, Devices, Techniques and Services (applies to all Purchase Orders requiring securing telecommunications)
252.239-7018*	Supply Chain Risk (applies if this Purchase Order involves the development or delivery of any information technology, whether acquired as a service or as a supply; “Government” means “Government or Buyer”)
252.243-7001	Pricing of Contract Modifications
252.244-7000*	Subcontracts for Commercial Items
252.246-7001	Warranty of Data
252.246-7003*	Notification of Potential Safety Issues (applies if this contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; Seller shall provide notifications

to Buyer and the Contracting Officer identified to Seller)

- 252.246-7007* Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Purchase Orders for electronic parts or assemblies containing electronic parts)
- 252.247-7024* Notification of Transportation of Supplies By Sea

B. Orders Over \$150,000 Shall Also Include the Following:

- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (“Government” is not changed throughout this clause; the terms “contract,” “contractor,” and “subcontract” shall not change in meaning in paragraphs (a) and (d); delete paragraph (g); in paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer not the Government; in paragraph (f), communication to the Contracting Officer shall go through Buyer’s Purchasing Representative)
- 252.225-7008 Restriction on Acquisition of Specialty Metals (applies to Purchase Orders for delivery of specialty metals as end items)
- 252.225-7009* Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if aircraft, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition contain specialty metals; paragraph (d) is deleted)
- 252.225-7010* Commercial Derivative Military Article – Specialty Metals Compliance Certificate (applies to Purchase Orders that contain DFARS Clause 252.225-7009)
- 252.247-7023* Transportation of Supplies By Sea (applies in lieu of FAR 52.247-64 in all Purchase Orders for ocean transportation of supplies; in the first sentence of paragraph (g), add a period after “Contractor” and delete the balance of the sentence; paragraph (f) and (g) shall not apply if the Purchase Order is less than or equal to \$150,000)

C. Orders Over \$500,000 Shall Also Include the Following:

- 252.226-7001* Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Buyer shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer)

D. Orders Over \$650,000 Shall Also Include the Following:

- 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (applies if FAR 52.219-9 applies to this Purchase Order; delete paragraph (g))

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (delete paragraph (f))

252.249-7002* Notification of Anticipated Contract Termination or Reduction (delete paragraph (d)(1) and the first five words of paragraph (d)(2))

E. Orders Over \$700,000 Shall Also Include the Following:

252.215-7008* Only One Offer (applies if Buyer receives notification from the Government that only one offer was received and additional cost or pricing data is required to determine whether the price is fair and reasonable or to comply with the statutory requirements for certified cost or pricing data, unless an exception exists under 215.371-4(a); "Contracting Officer" means "Contracting Officer and Buyer")

F. Orders Over \$1,000,000 Shall Also Include the Following:

252.211-7000* Acquisition Streamlining (applies if Purchase Order is greater than \$1,500,000)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (the certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors)

252.225-7033 Waiver of United Kingdom Levies (applies if this Purchase Order is with a United Kingdom firm)

G. Orders Over \$5,000,000 Shall Also Include the Following:

252.203-7004 Display of fraud hotline poster(s) (applies in lieu of FAR 52.203-14; does not apply if performance is entirely outside the United States)

H. Orders Performed Outside the United States Shall Also Include the Following:

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States