



**SONFARREL AEROSPACE, LLC  
SUPPLEMENTAL PROVISIONS FOR PURCHASE OF COMMERCIAL OR NON-COMMERCIAL ITEMS  
UNDER A U.S. GOVERNMENT PRIME CONTRACT OR SUBCONTRACT (DOD) (REV. 050522)**

1. Acceptance of Contract Terms/Entire Agreement/Headings. This Supplement applies to and supplements Sonfarrel's Purchasing Terms and Conditions, and integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. Any signed agreement or written acknowledgment by Seller to furnish the goods hereby ordered, or Seller's commencement of performance, or acceptance of payment, shall constitute acceptance by Seller of this purchase order (hereinafter "P.O.") and these terms and conditions. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of Buyer shall be void and of no effect unless specifically agreed to by Buyer in writing. The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.
  
2. Definitions. Various terms are in quotes and capitalized throughout the Contract and have the meanings expressed therein. The following additional terms shall have the meanings set forth below:
  - a. "Buyer" means Sonfarrel Aerospace, LLC., and may be used interchangeably with "Sonfarrel."
  - b. "Commercial item" means an item that been offered for sale, lease or license to the general public, as defined in FAR 2.101.
  - c. "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order, Master Supply Agreement, or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
  - d. "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
  - e. "DFARS" means the agency supplement to the FAR, the Defense Acquisition Regulation Supplement, issued by the Department of Defense and its agencies.
  - f. "Micro Purchase Threshold" is defined as any Contract whose value is over \$3,000.
  - g. "Non-Commercial Item" means products that have not been offered for sale, lease or license to the public. Non-Commercial Item is not defined by the FAR, the premise being that it is a "Non-Commercial Item" if it is not a "Commercial Item" as defined by the FAR.
  - h. "Simplified Acquisition Threshold" is defined as any Contract whose value is over \$150,000.
  - i. "Sonfarrel" means Sonfarrel Aerospace, LLC. If a subsidiary or affiliate of Sonfarrel Aerospace, LLC is identified on the face of this Contract, then "Sonfarrel" means that subsidiary or affiliate.
  - j. "Sonfarrel Procurement Representative" means a person authorized by Sonfarrel's cognizant procurement organization to administer and/or execute this Contract.

- k. "Seller" means the party identified on the face of this Contract with whom Sonfarrel is contracting.
  - l. "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.
- 3. Price. The prices established by this P.O. are firm fixed prices unless this P.O. specifically provides otherwise. Seller warrants that the prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transaction.
- 4. Counterfeit Work/Suspect Counterfeit Work. The following definitions apply to this clause: (i) "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics; and (ii) "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.
  - a. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under this Contract.
  - b. Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller may use another source only if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Seller obtains the advance written approval of Buyer.
  - c. Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
  - d. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller, at its expense, shall provide reasonable cooperation to Buyer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
  - e. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.
  - f. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Contract.
  - g. Seller shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.
- 5. Intellectual Property Rights of Third Parties. Seller's obligation to defend, indemnify, and hold harmless Buyer and its customers and end-users shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Buyer's Contract for infringement of a U.S. patent and

Buyer and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

6. Offset Credit/Cooperation. This Contract has been entered into in support of Buyer's international offset programs, if any. All offset benefit credits resulting from this Contract are the sole property of Buyer to be applied to the offset program of its choice. Seller shall assist Buyer in securing appropriate offset credits from the respective country government authorities.
7. Use Of Deliverable Technical Data And Computer Software. This clause applies only to technical data or computer software required to be delivered by Seller to Buyer under this Contract. As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR or DFARS clauses incorporated into this Contract. Seller shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, Buyer may notify Seller of such a Nonconforming Marking. If Seller fails to remove or correct such marking within sixty (60) days after such notification, Buyer may, notwithstanding any other provision of this Contract, ignore or, at Seller's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by Seller.
8. FAR and DFARS Flow Down Provisions. The following additional FAR and DFARS clauses are incorporated by reference in this Contract, *if applicable*, where commercial or non-commercial items are purchased under or pursuant to a U.S. Government contract or subcontract. The full text of all referenced FAR and DFARS clauses, as well as their implementing regulations, can be found at: <https://www.acquisition.gov>. ***It should be noted that many of the FAR and DFARS provisions noted below may be inapplicable, as per their implementing regulations.*** Any conflict between this Supplement and any specific Contract term shall be construed in favor of this Supplement. Any conflict between this Supplement and a provision of the referenced web citation, shall be resolved in favor of the web citation.

**FAR 52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020), applicable to solicitations and contracts that exceed the Simplified Acquisition Threshold (see FAR 3.503-2).

**FAR 52.203-7**, Anti-Kickback Procedures (JUN 2020), applicable to solicitations and contracts that exceed the Simplified Acquisition Threshold (see FAR 3.502-3).

**FAR 52.203-11**, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007), applicable to orders exceeding the Simplified Acquisition Threshold (see FAR 3.808(a)).

**FAR 52.203-12**, Limitation on Payments to Influence Certain Federal Transactions (JUN 2020), applicable to solicitations and orders exceeding the Simplified Acquisition Threshold (see FAR 3.808(b)).

**FAR 52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021), applicable to solicitations and Contracts valued over \$6 million and the performance period is 120 days or more (see FAR 3.1004 (a)).

**FAR 52.203-14**, Display of Hotline Poster (OCT 2015), applicable to contracts valued over \$6 million, unless the contract is for commercial items or performed outside the United States (see FAR 3.1004 (b)).

**FAR 52.203-17**, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020), applicable to contracts exceeding the Simplified Acquisition Threshold (see FAR 3.908-9).

**FAR 52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017), mandatory in all solicitations and contracts other than personal services contracts (see FAR 3.909-3(b)).

**FAR 52.204-2**, Security Requirements (MAR 2021), applicable to all contracts involving classified Confidential, Secret, or Top Secret (see FAR 4.404(a), unless FAR 4.404(d)) applies).

**FAR 52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020), applicable to subcontracts valued at \$30,000 or more at the time of award (unless the

contract report is NOT required to be reported in the Federal Procurement Data System (see subpart 4.6) (see FAR 4.1403).

**FAR 52.204-14**, Service Contract Reporting Requirements (OCT 2016), applicable to all cost-reimbursement, time-and-materials, and labor-hour service contracts and orders with an estimated total value above \$250,000, and all fixed-price service contracts valued above \$500,000 (see FAR 4.1705(a), and FAR 4.1703).

**FAR 52.204-21**, Basic Safeguarding of Covered Contractor Information Systems (NOV 2021), applicable to contracts where the contractor may have Federal contract information residing in or transiting through its information system (see FAR 4.1903).

**FAR 52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021), mandatory clause (see FAR 4.204).

**FAR 52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021), mandatory clause (see FAR 4.2105(b)).

**FAR 52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021), applicable to contracts valued above \$35,000 (see FAR 9.409).

**FAR 52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015), mandatory clause (see 6 U.S.C. 395 for definition of Inverted Domestic Corporation) (see FAR 9.108-5).

**FAR 52.211-5**, Material Requirements (AUG 2000), mandatory in solicitations and contracts for supplies that are not commercial products (see FAR 11.304).

**FAR 52.211-15**, Defense Priority and Allocation Requirements (APR 2008), mandatory in all contracts that are rated orders (see FAR 11.604(b)).

**FAR 52.215-2**, Audit and Records-Negotiation (JUN 2020), applicable to orders exceeding the Simplified Acquisition Threshold. Not applicable to the acquisition of commercial products or services exempted under 15.403-1 (see FAR 15.209(b)).

**FAR 52.215-10**, Price Reduction for Defective Cost or Pricing Data. (AUG 2011), applicable, unless otherwise exempt (see FAR 15.408).

**FAR 52.215-11**, Price Reduction for Defective Cost or Pricing Data-Modifications (JUN 2020), applicable unless otherwise exempt (see FAR 15.408(c)).

**FAR 52.215-12**, Subcontractor Cost or Pricing Data (JUN 2020), applicable where certified cost or pricing data will be required from the contractor or subcontractor (see FAR 14.408(e)(1)).

**FAR 52.215-13**, FAR 52.215-12, Subcontractor Cost or Pricing Data-Modifications (JUN 2020), applicable where certified cost or pricing data will be required from the contractor or subcontractor (see FAR 14.408(e)(1)).

**FAR 52.215-14**, Integrity of Unit Prices (NOV 2021), applicable to orders exceeding the Simplified Acquisition Threshold. Not applicable to the acquisition of commercial products or services (see FAR 15.408(f)(1)).

**FAR 52.215-15**, Pension Adjustments and Asset Reversions (OCT 2010), applicable to orders and solicitations where it is anticipated that certified cost or pricing data will be required or for which any preaward of postaward cost determinations will be subject to Part 31 (see FAR 15.408(g)).

**FAR 52.215-18**, Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005), applicable to orders and solicitations where it is anticipated that certified cost or pricing data will be required or for which any pre-award or post-award cost determinations will be subject to Part 31 (see FAR 15.408(j)).

**FAR 52.215-19**, Notification of Ownership Changes (OCT 1997), applicable to orders and solicitations where it is anticipated that certified cost or pricing data will be required or for which any preaward of postaward cost determinations will be subject to Part 31.2 (see FAR 15.408(k)).

**FAR 52.215-20**, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (NOV 2021), applicable unless otherwise exempt (see FAR 15.408(l)).

**FAR 52.219-8**, Utilization of Small Business Concerns (OCT 2018), applicable to solicitation and contracts expected to exceed the Simplified Acquisition Threshold (see FAR 19.708(a)).

**FAR 52.219-9**, Small Business Subcontracting Plan (NOV 2021), applicable in contracts that offer subcontracting opportunities, are expected to exceed \$750,000, and are required to include the

clause at 52.219-8, unless the acquisition is set aside or is to be accomplished under the 8(a) program (see FAR 19.708(b)).

**FAR 52.222-1**, Notice to the Government of Labor Disputes (FEB 1997), applicable to solicitations and contracts that involve programs or requirements that have been designated under FAR 22.101-1(e) (see FAR 22.103-5(a)).

**FAR 52.222-3**, Convict Labor (JUN 2003), applicable to contracts above \$10,000 and performance occurs within the United States and its territories (see FAR 22.202).

**FAR 52.222-4**, Contract Work Hours and Safety Standards Act-Overtime Compensation (MAY 2018), applicable to orders over \$150,000 that require the employment of laborers or mechanics, except for contracts for commercial products or services (see FAR 22.305).

**FAR 52.222-18**, Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021), applicable in all solicitations and contracts for supplies that are expected to exceed the Micro-Purchase Threshold (see FAR 22.1505(a)).

**FAR 52.222-19**, Child Labor-Cooperation with Authorities and Remedies (JAN 2022), applicable in all solicitations and contracts for supplies that are expected to exceed the Micro-Purchase Threshold (see FAR 22.1505(b)).

**FAR 52.222-20**, Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020), applicable to contracts over \$15,000 to be performed in the U.S. (see FAR 22.610; see also, FAR 22.603, FAR 22.604, and FAR 22.605).

**FAR 52.222-21**, Prohibition of Segregated Facilities (APR 2015), applicable to contracts where 52.222-26, Equal Opportunity is included (see FAR 22.810(a)(1)).

**FAR 52.222-26 (b)**, Equal Opportunity (SEP 2016), applicable to contracts that exceed or are expected to be valued over \$10,000 and performed within the United States (see FAR 22.810(e)).

**FAR 52.222-35**, Equal Opportunity for Veterans (JUN 2020), applicable to contracts that exceed or are expected to be valued over \$150,000 and the work is performed in the U.S. (see FAR 22.1310(a)(1)).

**FAR 52.222-36**, Equal Opportunity for Workers with Disabilities (JUN 2020), applicable to contracts that are valued at or above \$15,000 and the work is to be performed in the U.S. (see FAR 22.1408(a)).

**FAR 52.222-37**, Employment Reports on Veterans (JUN 2020), applicable to contracts containing clause at 52.222-35 (see FAR 22.1310(b)).

**FAR 52.222-40**, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010), mandatory clause if the contract value is over the Simplified Acquisition Threshold (see FAR 22.1605).

**FAR 52.222-50**, Combating Trafficking in Persons (OCT 2020), mandatory flow down to all subcontracts, however, the requirements for a Section (h) Compliance Plan are flowed down only if the subcontract is for (1) non-COTS supplies acquired outside the U.S. or services that are to be performed outside the U.S., and (2) the value of such supplies or services exceeds \$550,000 (see FAR 22.1705(a)(1)).

**FAR 52.222-55**, Minimum Wages Under Executive Order 13658 (JAN 2022), applicable in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (see FAR 22.1906).

**FAR 52.223-3**, Hazardous Material Identification and Material Safety Data (FEB 2021), mandatory clause if the contract requires the delivery of hazardous materials as defined in 23.301 (see FAR 23.303).

**FAR 52.223-6**, Drug-Free Workplace (MAY 2001), mandatory in contracts exceeding the Simplified Acquisition Threshold (see FAR 23.501, FAR 23.505).

**FAR 52.223-7**, Notice of Radioactive Materials (JAN 1997), mandatory in solicitations and contracts for supplies which are or which contain radioactive material (see FAR 23.602).

**FAR 52.223-11**, Ozone-Depleting Substances (JUN 2016), applicable to orders for solvents, chemicals (PSC 6850), fluorocarbon lubricants (PSC 9150), and any other manufactured end products that may contain or be manufactured with ozone-depleting substances (see FAR 23.804(a)(1)).

**FAR 52.223-18**, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020), mandatory in all solicitations and contracts (see FAR 23.1105).

**FAR 52.224-1**, Privacy Act Notification (APR 1984), applicable to contracts for the design, development or operation of a system of records on individuals is required to accomplish an agency function (see FAR 24.104).

**FAR 52.224-2**, Privacy Act (APR 1984), applicable to contracts for the design, development or operation of a system of records on individuals is required to accomplish an agency function (see FAR 24.104).

**FAR 52.225-1**, Buy American-Supplies (NOV 2021), mandatory in solicitations and contracts exceeding the Micro-Purchase Threshold, except as stated in FAR 25.1101(a)(1) relating to Trade Agreements (see FAR 25.1101(a)(1)).

**FAR 52.225-8**, Duty-Free Entry (OCT 2010), mandatory clause for imports into the U.S. in accordance with FAR 25.903(a), if exceeding the Simplified Acquisition Threshold (see FAR 25.1101(e)).

**FAR 52.225-13**, Restrictions on Certain Foreign Purchases (FEB 2021), mandatory flow down (see FAR 25.1103(a)).

**FAR 52.225-20**, Prohibition on Conducting Restricted Business Operations in Sudan-Certification (AUG 2009), mandatory clause (see FAR 25.1103(d)).

**FAR 52.225-25**, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020), mandatory clause (see FAR 25.1103(e)).

**FAR 52.227-1**, Authorization and Consent (JUN 2020), applicable to orders over \$100,000 (see FAR 27.201-2(a)(1)).

**FAR 52.227-2**, Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020), mandatory where the contract includes clause FAR 52.227-1 (see FAR 27.201-2(b)).

**FAR 52.227-9**, Refund of Royalties (APR 1984), mandatory in fixed-price contracts when royalties may be paid under the contract - typically where the seller has licensed a third-party patent related to the supplies being sold (see FAR 27.202-5(c); see also, FAR 52.227-6, and FAR 52.227-7).

**FAR 52.227-10**, Filing of Patent Applications-Classified Subject Matter (DEC 2007), mandatory where the nature of the work may contain classified subject matter (see FAR 27.203-2).

**FAR 52.227-11**, Patent Rights-Ownership by the Contractor (MAY 2014), mandatory in all solicitations and contracts for experimental, developmental, or research work (see FAR 27.303(b)(1)).

**FAR 52.227-14**, Rights in Data-General, mandatory in solicitations and contracts if it is contemplated that data will be produced, furnished, or acquired under the contract (see FAR 27.409(b)(1)).

**FAR 52.232-40**, Providing Accelerated Payments to Small Business Subcontractors (NOV 2021), mandatory in all solicitations and contracts, and subcontracts with small business concerns, where the prime or higher-tier contract provides for accelerated payments (see FAR 32.009-2).

**FAR 52.244-5**, Competition in Subcontracting. (DEC 1996), mandatory when contracting by negotiation, in solicitations and contracts when the contract amount exceeds the Simplified Acquisition Threshold, unless a FFP contract is awarded on the basis of adequate price competition (see FAR 44.204(c)).

**FAR 52.244-6**, Subcontracts for Commercial Products and Commercial Services (JAN 2022), mandatory in solicitations and contracts other than those for commercial products or commercial services (see FAR 44.403).

**FAR 52.245-1**, Government Furnished Property (SEP 2021), mandatory flow down in all cost-reimbursement, time-and-material, labor-hour, and fixed-price solicitations and contracts when Government Furnished Property is expected to be furnished (see FAR 45.107(a)).

**FAR 52.245-17**, Special Tooling (MAY 2004), mandatory when a fixed-price contract is contemplated and the contract will include special tooling provided by the Government or paid for by the Government (see FAR 45.306-5).

**FAR 52.245-18**, Special Test Equipment (FEB 1993), mandatory when contracting by negotiation and the contractor will acquire or fabricate special test equipment for the Government (see FAR 45.307-3).

**FAR 52.246-2**, Inspection of Supplies-Fixed-Price (AUG 1996), mandatory in fixed-price contracts for supplies and the contract amount is expected to exceed the Simplified Acquisition Threshold (and even under that threshold in the contracting officer's discretion) (see FAR 46.302).

**FAR 52.246-16**, Responsibility for Supplies (APR 1984), mandatory in solicitations and contracts for (a) supplies, (b) services involving the furnishing of supplies, or (c) research and development, when a fixed-price contract is contemplated and the contract amount is expected to exceed the Simplified Acquisition Threshold (see FAR 46.316).

**FAR 52.248-1**, Value Engineering (JUN 2020), mandatory in solicitations and contracts when the contract amount is expected to exceed the Simplified Acquisition Threshold (with some exceptions that do not apply to Sonfarrel) (see FAR 48.201).

**FAR 52.249-2**, Termination for Convenience of the Government (Fixed-Price) (APR 2012), FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price) (APR 2012), mandatory where fixed-price contract is contemplated and the contract amount is expected to exceed the Simplified Acquisition Threshold (there are some exceptions that do not pertain to Sonfarrel) (see FAR 49.502(b)(1)(i)).

**DFARS 252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (SEP 2011), mandatory in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items (see FAR 203.171-4(a)).

**DFARS 252.203-7001**, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008), mandatory clause in all solicitations and contracts exceeding the Simplified Acquisition Threshold, except solicitations and contracts for commercial items (see FAR 203.570-3).

**DFARS 252.203-7002**, Requirement to Inform Employees of Whistleblower Rights (SEP 2013), applicable to contracts valued over \$6 million, except for contracts for commercial items (see FAR 203.970).

**DFARS 252.203-7004**, Display of Hotline Posters (AUG 2019), mandatory in all subcontracts valued over \$6 million, except for subcontracts for commercial items. Note - by maintaining its own ethics program and hotline, Sonfarrel need not display the agency poster (see DFARS 203.1004(b)(2)(ii)).

**DFARS 252.204-7012**, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019), flow down required in all solicitations and subcontracts including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, except for solicitations and contracts solely for the acquisition of COTS items (see DFARS 204.7304(c)).

**DFARS 252.204-7020**, NIST SP 800-171 DoD Assessment Requirements (MAR 2022), mandatory flow down per 204.7304(e), requires contractors to implement NIST SP 800-171 and have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order (see DFARS 252.204-7020).

**DFARS 252.204-7021**, Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (NOV 2020), mandatory flow down, applicable to all contracts until September 30, 2025 where the contract requires a specific CMMC level. On or after October 1, 2025, required in all solicitations and contracts for the acquisition of commercial items except for contracts for the acquisition of COTS items (see DFARS 204.7503(a) and (b)).

**DFARS 252.209-7004**, Subcontracting with Firms That Are Owned or Controlled by the Government of a Country That Is a State Sponsor of Terrorism (MAY 2019), mandatory flow down in contracts valued over \$150,000 requires contractors to notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified in SAM Exclusions as being ineligible for the award of defense contracts or subcontracts because it is owned or controlled by the government of a country that is a state sponsor of terrorism (see DFARS 209.409).

**DFARS 252.222-7006**, Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010), mandatory flow down in all solicitations and contracts valued in excess of \$1 million, except in contracts for the acquisition of commercial items, including COTS. If applicable, requires contractors to agree not to enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration - (1) Any claim under title VII of the

Civil Rights Act of 1964; or (2) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or (3) Take any action to enforce any such provision (see DFARS 222.7405).

**DFARS 252.225-7001**, Buy American and Balance of Payments Program-Basic (MAR 2022), ALT 1 (MAR 2022), applicable to solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items (see DFARS 225.1101(2)(i) and (2)(ii)).

**DFARS 252.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019), mandatory flow down clause in solicitations and contracts (including those using Part 12 procedures for acquisition of commercial items) that exceed the Simplified Acquisition Threshold and includes components containing a specialty metal for aircraft missile or space systems, ships, tanks or automotive items, weapon systems, or ammunition (see DFARS 225.7003-5(a)(2)).

**DFARS 252.225-7013**, Duty-Free Entry (MAR 2022), mandatory flow down required to all subcontracts for qualifying country components; or nonqualifying country components for which the contractor estimates that duty will exceed \$200 per unit (see DFARS 225.1101(4)).

**DFARS 252.225-7048**, Export-Controlled Items (JUN 2013), mandatory flow down in all solicitations and contracts. Requires contractors to comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR (see DFARS 225.7901-4).

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