



KING MACHINE, LLC

QF-840-3.S1 SUPPLEMENTAL ACQUISITION CLAUSES

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)
FLOWDOWN PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS UNDER A UNITED
STATES DEPARTMENT OF DEFENSE PRIME CONTRACT

A. INCORPORATION OF FAR AND DFARS CLAUSES

The FAR and DFARS clauses referenced in Table 1 are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause description, to this Contract. If the substance of any of the clauses in Table 1 is different from the substance incorporated and controlled by US Government FARs and DFARS Standard, the US Government Standard will apply. Seller shall include in each lower-tier subcontract the appropriate flow-down clauses as required by the FAR and DFARS clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

- (a) This Contract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the FAR and DFARS clauses referenced in Table 1 and otherwise in this Contract
 - 1. "Commercial Item" means a commercial item as defined in FAR 2.101.
 - 2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
 - 3. "Contract" means this contract.
 - 4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for government prime contract under which this Contract is entered.
 - 5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom King Machine is contracting, acting as the immediate subcontractor to KING MACHINE.
 - 6. "Prime Contract" means the contract between KING MACHINE and the U.S. Government or between KING MACHINE and its higher-tier contractor who has a contract with the U.S. Government.
 - 7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract

C. NOTES

- (a) The following notes apply to the clauses incorporated in Table 1.
 - 1. Where appropriate substitute "KING MACHINE" for "Government" or "United States" throughout these clauses.



2. Where appropriate substitute "KING MACHINE Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer" and "ACO" throughout these clauses.
3. Where appropriate insert "and KING MACHINE" after "Government" throughout these clauses.
4. Where appropriate insert "or KING MACHINE" after "Government" throughout these clauses.
5. Communication/notification required under these clauses from/to SELLER to/from the Contracting Officer shall be through KING MACHINE.
6. Where appropriate insert "and KING MACHINE" after "Contracting Officer", throughout these clauses.
7. Where appropriate insert "or KING MACHINE Procurement Representative" after "Contracting Officer", throughout these clauses.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

Seller agree that upon the request of KING MACHINE it will negotiate in good faith with KING MACHINE relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as KING MACHINE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If KING MACHINE furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Item) which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean KING MACHINE, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished items in support of the U.S. Government prime contracts.



Table 1

| Section | Type | Clause | Clause Description | Applies | Trigger | Flow down |
|---------|------|-----------|--|---------|----------------------|-----------|
| 1 | FAR | 52.203-06 | Restrictions on Subcontractor Sales to the Government | Trigger | \$250k | Yes |
| 1 | FAR | 52.203-06 | Restrictions on Subcontractor Sales to the Government Alt 1 | Trigger | \$150k | Yes |
| 1 | FAR | 52.203-07 | Anti-Kickback Procedures | Trigger | \$250k | Yes |
| 1 | FAR | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Trigger | \$250k | Yes |
| 1 | FAR | 52.203-13 | Contractor Code of Business Ethics and Conduct | Trigger | \$5.5M | Yes |
| 1 | FAR | 52.203-14 | Display of Hotline Posters | Trigger | \$5.5M | Yes |
| 1 | FAR | 52.203-15 | Whistleblower Protection Under the American Recovery and Reinvestment Act of 2009 | Yes | All | Yes |
| 1 | FAR | 52.203-16 | Preventing Personal Conflicts of Interest | Yes | All | Yes |
| 1 | FAR | 52.203-17 | Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights | Trigger | \$250k | Yes |
| 1 | FAR | 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | Yes | All | Yes |
| 1 | FAR | 52.204-02 | Security Requirements | Trigger | Classified Info Only | Yes |
| 1 | FAR | 52.204-13 | System for Award Management Maintenance | Yes | All | Yes |
| 1 | FAR | 52.204-21 | Basic Safeguarding of Covered Information Systems | Yes | All | Yes |
| 1 | FAR | 52.204-23 | Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Facilities | Yes | All | Yes |
| 1 | FAR | 52.209-06 | Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment | Trigger | \$3.5k | Yes |
| 1 | FAR | 52.214-26 | Audit and Records – Sealed Bidding | Yes | All | Yes |
| 1 | FAR | 52.215-12 | Subcontractor Certified Cost or Pricing Data | Trigger | \$750k | Yes |
| 1 | FAR | 52.215-12 | Subcontractor Certified Cost or Pricing Data Dev May 2018 | Trigger | \$750k | Yes |
| 1 | FAR | 52.215-12 | Subcontractor Certified Cost or Pricing Data Alternate I | Trigger | \$2.5M | Yes |
| 1 | FAR | 52.215-13 | Subcontractor Certified Cost or Pricing Data Alternate I | Trigger | \$2.5M | Yes |



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|---|-----|-----------|---|---------|--------|-----|
| 1 | FAR | 52.215-13 | Subcontractor Certified Cost or Pricing Data -- Modifications | Trigger | \$750k | Yes |
| 1 | FAR | 52.215-14 | Integrity of Unit Prices | Trigger | \$250k | Yes |
| 1 | FAR | 52.215-15 | Pension Adjustments and Asset Reversions | Yes | All | Yes |
| 1 | FAR | 52.215-18 | Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pension | Yes | All | Yes |
| 1 | FAR | 52.215-19 | Notification of Ownership Changes | Yes | All | Yes |
| 1 | FAR | 52.215-23 | Limitations on Pass-Through Charges | Yes | \$250k | Yes |
| 1 | FAR | 52.215-23 | Limitations on Pass-Through Charges - Alternative I | Yes | \$250k | Yes |
| 1 | FAR | 52.222-04 | Contract Work hours and Safety Standards-Overtime Compensation | Yes | All | Yes |
| 1 | FAR | 52.222-21 | Prohibition of Segregated Facilities | Yes | All | Yes |
| 1 | FAR | 52.222-26 | Equal Opportunity | Yes | All | Yes |
| 1 | FAR | 52.222-26 | Equal Opportunity Alternate I | Yes | All | Yes |
| 1 | FAR | 52.222-35 | Equal Opportunity for Veterans | Trigger | \$250k | Yes |
| 1 | FAR | 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans Alternate I | Trigger | \$250k | Yes |
| 1 | FAR | 52.222-36 | Equal Opportunity for Workers with Disabilities | Trigger | \$15k | Yes |
| 1 | FAR | 52.222-36 | Equal Opportunity for Workers with Disabilities, Alternate I | Trigger | \$15k | Yes |
| 1 | FAR | 52.222-37 | Employment Reports on Veterans | Trigger | \$250k | Yes |
| 1 | FAR | 52.222-40 | Notification of Employee Rights Under National Labor Relations Act | Trigger | \$10k | Yes |
| 1 | FAR | 52.222-41 | Service Contract Act of 1965 | Yes | All | Yes |
| 1 | FAR | 52.222-54 | Employment Eligibility Verification | Trigger | \$3.5k | Yes |
| 1 | FAR | 52.222-55 | Minimum Wages Under Executive Order 13658 | Yes | All | Yes |
| 1 | FAR | 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Yes | \$3.5k | Yes |
| 1 | FAR | 52.225-13 | Restriction on Certain Foreign Purchases | Yes | All | Yes |
| 1 | FAR | 52.226-08 | Encouraging Contractor Policies to Ban Text Messaging While Driving | Yes | \$10k | Yes |
| 1 | FAR | 52.227-01 | Authorization and Consent | Yes | \$250k | Yes |
| 1 | FAR | 52.227-01 | Authorization and Consent Alternative I | Yes | \$250k | Yes |
| 1 | FAR | 52.227-02 | Notice and Assistance Regarding Patent and Copyright Infringement | Yes | \$250k | Yes |



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|---|------|--------------|--|---------|----------------|-----|
| 1 | FAR | 52.232-40 | Providing accelerated Payments to Small Business Subcontractors | Yes | All | Yes |
| 1 | FAR | 52.234-04 | Earned Value Management System | Yes | All | Yes |
| 2 | DFAR | 252.203-7002 | Requirement to Inform Employees of Whistle Blower Rights | Yes | All | Yes |
| 2 | DFAR | 252.203-7004 | Display of Hotline Posters | Trigger | \$5.5m | Yes |
| 2 | DFAR | 252.204-7000 | Disclosure of Information | Yes | All | Yes |
| 2 | DFAR | 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls | Yes | All | Yes |
| 2 | DFAR | 252.204-7009 | Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information | Yes | All | Yes |
| 2 | DFAR | 252.204-7014 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors | Yes | All | Yes |
| 2 | DFAR | 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | Yes | All | Yes |
| 2 | DFAR | 252.204-7021 | Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements. | Yes | All | Yes |
| 2 | DFAR | 252.215-7008 | Only One Offer | Yes | \$250k | Yes |
| 2 | DFAR | 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Basic | Yes | \$2.0M | Yes |
| 2 | DFAR | 252.215-7010 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Alternate I | Yes | \$2.0M | Yes |
| 2 | DFAR | 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies | Yes | All | Yes |
| 2 | DFAR | 252.225-7009 | Restrictions on Acquisition of Certain Articles Containing Specialty Metals | Yes | All | Yes |
| 2 | DFAR | 252.225-7016 | Restrictions on Acquisition of Ball and Roller Bearings | Trigger | Contains Items | Yes |
| 2 | DFAR | 252.225-7025 | Restrictions on Acquisition of Forgings | Trigger | Contains Items | Yes |
| 2 | DFAR | 252.225-7048 | Export-Controlled Items | Yes | All | Yes |
| 2 | DFAR | 252.225-7052 | Restriction on the Acquisition of Certain Magnets and Tungsten | Yes | All | Yes |
| 2 | DFAR | 252.225-7054 | Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation | Yes | All | Yes |



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|---|------|--------------|--|---------|--------|-----|
| 2 | DFAR | 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime | Yes | All | Yes |
| 2 | DFAR | 252.225-7061 | Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations | Yes | All | Yes |
| 2 | DFAR | 252.225-7062 | Restriction on Acquisition of Large Medium-Speed Diesel Engines | Yes | \$250k | Yes |
| 2 | DFAR | 252.225-7063 | Restriction on Acquisition of Components of T-AO 205 AND T-ARC Class Vessels | Yes | All | Yes |
| 2 | DFAR | 252.225-7064 | Restriction On Acquisition of Certain Satellite Components | Yes | All | Yes |
| 2 | DFAR | 252.225-7067 | Prohibition Regarding Russian Fossil Fuel Business Operations (DEVIATION 2024-O0006, REVISION 1) | Yes | All | Yes |
| 2 | DFAR | 252.225-7967 | Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006) | Yes | All | Yes |
| 2 | DFAR | 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DOD Contracts and Native Hawaiian Small Business Concerns | Trigger | \$500k | Yes |
| 2 | DFAR | 252.227-7016 | Rights in Bid or Proposal Information | Yes | All | Yes |
| 2 | DFAR | 252.232-7017 | Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration | Yes | All | Yes |
| 2 | DFAR | 252.234-7002 | Earned Value Management System | Yes | \$50M | Yes |
| 2 | DFAR | 252.234-7002 | Earned Value Management System Deviation | Yes | \$50M | Yes |
| 2 | DFAR | 252.237-7010 | Prohibition on Interrogation of Detainees by contractor Personnel | Yes | All | Yes |
| 2 | DFAR | 252.246-7003 | Notification of Potential Safety Issues | Yes | All | Yes |
| 2 | DFAR | 252.249-7002 | Notification of Anticipated Contract Termination or Reduction | Trigger | \$700k | Yes |
| 5 | NASA | 1852.203-71 | Requirement to Inform Employees of Whistleblower Rights | Yes | All | Yes |
| 5 | NASA | 1852.204-76 | Security Requirements for Unclassified Information Technology Resources | Yes | All | Yes |
| 5 | NASA | 1852.208-81 | Restrictions on Printing and Duplicating | Yes | All | Yes |
| 5 | NASA | 1852.211-70 | Packaging, Handling, and Transportation | Yes | All | Yes |



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|---|------|-------------|---|---------|--------|-----|
| 5 | NASA | 1852.223-74 | Drug and Alcohol Free Workforce | Yes | All | Yes |
| 5 | NASA | 1852.237-72 | Access to Sensitive Information | Yes | All | Yes |
| 5 | NASA | 1852.237-73 | Release of Sensitive Information | Yes | All | Yes |
| 5 | NASA | 1852.244-70 | Geographic Participation in the Aerospace Program | Trigger | \$100k | Yes |
| 5 | NASA | 1852.246-73 | Human Space Flight Item | Yes | All | Yes |