

U.S. GOVERNMENT CONTRACTS – PROVISIONS FOR SUPPLIERS AND SUBCONTRACTORS.

The following Federal Acquisition Regulation ("FAR") clauses, including applicable alternates, as in effect on an Order's, Contract's or Agreement's date, are hereby incorporated by reference to the extent required by the clause, with the same force and effect as if they were incorporated in full text. In reading these clauses "Contractor" or "Offeror" shall mean "Seller" as the context requires and references to "the Government", "the Contracting Officer" or any Federal department or agency shall include 3M, as the context requires, and to the extent necessary to allow 3M to fulfill its contractual obligations to the contracting agency.

The full text of each clause may be accessed electronically at <http://farsite.hill.af.mil/>:

FAR 52.219-8	Utilization of Small Business Concerns
FAR 52.222-21	Prohibition of Segregated Facilities
FAR 52.222-26	Equal Opportunity
FAR 52.222-35	Equal Opportunity for Veterans. Seller shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered subcontractors and suppliers to employ and advance in employment qualified protected veterans.
FAR 52.222-36	Equal Opportunity for Workers with Disabilities. Seller shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered subcontractors and suppliers to employ and advance in employment qualified individuals with disabilities.
FAR 52.222-40	Notification of Employee Rights under the National Labor Relations Act
FAR 52.222-50	Combating Trafficking in Persons (Seller will send to 3M the notification required in paragraph (d) of the clause; 3M will forward it to the contracting officer)
FAR 52.247-64	Preference for Privately Owned U.S.- Flag Commercial Vessels
DFARS 252.246-7003	Notification of Potential Safety Issues

If the Seller is performing the Order, Contract or Agreement outside the United States and none of Seller's employees assigned to the Order, Contract or Agreement were recruited in the United States, all provisions above except FAR 52.222-50 and FAR 52.247-64 are waived. The term, "United States," includes the 50 States, the District of Columbia and U.S. territories (e.g. Puerto Rico, Guam, Northern Mariana Islands, American Samoa, the U.S. Virgin Islands, etc.). In some cases, applicability of the FAR provision cited to the "United States" may also include U.S. outlying areas (e.g., Wake Island, etc.).

By accepting or beginning performance of any Order, Contract or Agreement, Seller certifies that neither Seller nor any of its principals is debarred, suspended, or proposed for debarment from the award of contracts by the U.S. Government. If Seller cannot provide any of these certifications, or subsequently becomes aware that any certification is incorrect for any reason, Seller must immediately notify 3M in writing. For purposes of this section, "principals" has the meaning as contained in FAR 2.101.

If the value of this Order, Contract or Agreement exceeds \$650,000, and Seller is not a "Small Business" then Seller must include FAR 52.219-8 in all lower tier subcontracts that offer subcontracting opportunities.

If this Order, Contract or Agreement requires Seller to deliver any “technical data”, then Seller shall have all of the rights and obligations of a Subcontractor included in DFARS 252.227-7015, Technical data – Commercial items and 252.227-7037, Validation of restrictive markings on technical data.

DFARS 252.246-7003 is applicable to this order according to its terms, and Seller shall provide any notice required under subparagraph (c) to Buyer.

Seller shall deliver only authentic goods under this Agreement. Authentic goods are new, unless recycled or refurbished goods are specifically authorized by 3M to be provided, and conform to all design, production and performance requirements of this Agreement and those of the original manufacturer of the goods.