

List of Mandatory Flowdown Clauses and Clauses with Mandatory Flowdown Requirement

As of March 6, 2018

* The requirements or substance of this clause must be flowed down but not the clause.

** This clause confers some duty on the prime but the specific clause or language of the clause is not required to be flowed down.

FAR Clauses

<u>Clause</u>	<u>Title</u>	<u>Effective Date</u>	<u>Application</u>
52.203-6*	Restrictions on Subcontractor Sales to the Government.	SEP 2006	(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.
52.203-7*	Anti-Kickback Procedures.	MAY 2014	(c)(5)The Contractor agrees to incorporate the substance of this clause, including subparagraph (c) (5) but excepting subparagraph (c) (1), in all subcontracts under this contract which exceed \$150,000.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEP 2007	Per FAR 52.203-12(g) (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration
52.203-12*	Limitation on Payments to Influence Certain Federal Transactions.	OCT 2010	(g)(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration. (g)(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$150,000.
52.203-13*	Contractor Code of Business Ethics and Conduct.	OCT 2015	(d) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

52.203-14*	Display of Hotline Poster(s).	OCT 2015	(d) <i>Subcontracts</i> . The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—(1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.
52.203-15*	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	JUN 2010	(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.
52.203-16*	Preventing Personal Conflicts of Interest.	DEC 2011	(d) <i>Subcontract flowdown</i> : The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts— (1) That exceed \$150,000; and (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).
52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	JAN 2017	(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.
52.204-2*	Security Requirements.	AUG 1996	(d) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
52.204-9*	Personal Identity Verification of Contractor Personnel.	JAN 2011	(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor`s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
52.204-10**	Reporting Executive Compensation and First-Tier Subcontract Awards.	OCT 2016	(d)(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$ 30,000 or more, the

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		<p>Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract.</p> <p>(i) Entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.</p> <p>(ii) Name of the subcontractor.</p> <p>(iii) Amount of the subcontract award.</p> <p>(iv) Date of the subcontract award.</p> <p>(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.</p> <p>(vi) Subcontract number (the subcontract number assigned by the Contractor).</p> <p>(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.</p> <p>(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.</p> <p>(ix) The prime contract number, and order number if applicable.</p> <p>(x) Awarding agency name and code.</p> <p>(xi) Funding agency name and code.</p> <p>(xii) Government contracting office code.</p> <p>(xiii) Treasury account symbol (TAS) as reported in FPDS.</p> <p>(xiv) The applicable North American Industry Classification System code (NAICS).</p> <p>(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.</p>
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52.204-14**	Service Contract Reporting Requirements.	OCT 2016	<p>(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:</p> <p>(i) Subcontract number (including subcontractor name and unique entity identifier); and</p> <p>(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.</p>
52.204-15**	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	OCT 2016	<p>(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:</p> <p>(i) Subcontract number (including subcontractor name and unique entity identifier), and</p> <p>(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.</p>
52.208-8	Required Sources for Helium and Helium Usage Data.	APR 2014	(c) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.
52.209-6*	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	OCT 2015	<p>(e) <i>Subcontracts</i>. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--</p> <ol style="list-style-type: none"> (1) Exceeds \$35,000 in value; and (2) Is not a subcontract for commercially available off-the-shelf items.
52.211-14**	Notice of Priority Rating for National Defense Use, Emergency Preparedness, and Energy Use Program.	APR 2008	The Defense Production Act implementing regulations (15 CFR 700 et seq.) require that a priority rating be included on each successive order placed to obtain items needed to fill a customer's rated order.
52.211-15**	Defense Priority and Allocation Requirements.	APR 2008	The Defense Production Act implementing regulations (15 CFR 700 et seq.) require that a priority rating be included on each successive order placed to obtain items needed to fill a customer's rated order.

<p>52.212-5</p>	<p>Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (NOTE: Use 52.212.-5, Class Deviation 2013-O00019, if the contract was awarded using other than sealed bids, is in excess of the simplified acquisition threshold, and does not contain FAR Clause 52.215-2).</p>	<p>JAN 2018</p>	<p>(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause --</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).</p> <p>(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).</p> <p>(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.</p> <p>(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.</p> <p>(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p>(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).</p> <p>(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).</p> <p>(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).</p> <p>(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).</p> <p>(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).</p> <p>(xii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>-- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).</p>
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		<p>(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).</p> <p>(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).</p> <p>(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).</p> <p>(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).</p> <p>(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$ 50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$ 500,000 for solicitations and resultant contracts issued after April 24, 2017).</p> <p>Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.</p> <p>(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).</p> <p>(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).</p> <p>(xx) (A) 52.224-3, Privacy Training (JAN 2017)(5 U.S.C. 552a) (B) Alternate I (JAN 2017)</p> <p>(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx</p>
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			1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
52.212-5 Alternate II *	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items.	JAN 2017	<p>As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:</p> <p>(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than--</p> <p>(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause</p> <p>(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 2509).</p> <p>(B) 52.203--15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.</p> <p>(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).</p> <p>(E) 52.222--26, Equal Opportunity (Sept 2016) (E.O. 11246).</p> <p>(F) 52.222--35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).</p> <p>(G) 52.222--36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).</p> <p>(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p>

		<p>(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).</p> <p>(J) ____ (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>____ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).</p> <p>(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(M) 52.222-54, Employment Eligibility Verification (Oct 2015)(Executive Order 12989).</p> <p>(N) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E. O. 13658).</p> <p>(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (OCT 2016).</p> <p>Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.</p> <p>(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).</p> <p>(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).</p> <p>(R)(1)52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).</p> <p>(2)Alternate I (Jan 2017) of 52.224-3.</p> <p>(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p>
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			<p>(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p>
52.212-5 (Class Deviation- 2013-00019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System.)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	<p>JAN 2014</p> <p>NOTE: Deviation in effect for 5 years or until rescinded.</p>	<p>(b) (1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated [in the list of clauses] below, the extent of the flow down shall be as required by the clause</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p> <p>(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.</p> <p>(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. Chapter 67).</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p>

52.212-5 (Class Deviation 2013-00019) Alternate II	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items.	JAN 2014 NOTE: Deviation in effect for 5 years or until rescinded.	<p>(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—</p> <p>(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a) (1) (ii) does not flow down; and</p> <p>(ii) Those clauses listed in this paragraph (b) (1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—</p> <p>(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).</p> <p>(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(D) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(E) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(F) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(H) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. Chapter 67, et seq.).</p> <p>(I) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(J) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance,</p>
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			<p>Calibration, or Repair of Certain Equipment— Requirements (Nov 2007) (41 U.S.C. Chapter 67.).</p> <p>(K) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (Feb 2009) (41 U.S.C. 351, et seq.).</p> <p>(L) 52.222-54, Employment Eligibility Verification (E.O. 12989) (Jul 2012).</p> <p>(M) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (42 U.S.C.1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(N) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b)) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p>
52.214-26	Audit and Records-- Sealed Bidding.	OCT 2010	(e) The contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the \$700,000 threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.
52.214-28*	Subcontractor Cost or Pricing Data-- Modifications--Sealed Bidding.	OCT 2010	(d) The contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into exceeds the \$ 700,000 threshold for submission of certified cost or pricing data at FAR 15.403-4(a)(1).
52.215-2	Audit and Records— Negotiation.	OCT 2010	<p>(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --</p> <p>(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;</p> <p>(2) For which cost or pricing data are required; or</p> <p>(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.</p> <p>The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.</p>

52.215-12*	Subcontractor Cost or Pricing Data.	OCT 2010	<p>(c) In each subcontract that exceeds the \$700,000 threshold* for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either – (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or (2) The substance of the clause at FAR 52.215-13, subcontractor Cost or Pricing Data -- Modifications.</p> <p>[The threshold for subcontracts is determined at the time of subcontract award as that applicable at that time under FAR 15.403-4].</p>
52.215-13*	Subcontractor Cost or Pricing Data— Modifications.	OCT 2010	<p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the \$700,000 threshold* for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.</p> <p>[The threshold for subcontracts is determined at the time of subcontract award as that applicable at that time under FAR 15.403-4].</p>
52.215-14*	Integrity of Unit Prices.	OCT 2010	<p>(b) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2 (i.e. \$100,000, or \$200,000 for all contracts awarded outside the US in support of contingency operations (as defined in 10 USC 101(a)(13) or for peacekeeping operations as defined in 10 USC 2302(7) and 41 USC 259(d); construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.</p>
52.215-15*	Pension Adjustments and Asset Reversions.	OCT 2010	<p>(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (g).</p>
52.215-18*	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	JULY 2005	<p>(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).</p>
52.215-19*	Notification of Ownership Changes.	OCT 1997	<p>(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).</p>
52.215-22**	Limitations on Pass-Through Charges— Identification of Subcontract Effort.	OCT 2009	<p>(c) (3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total</p>

			<p>cost of work to be performed under its subcontract, the offeror shall identify in its proposal—</p> <p>(i) The amount of the subcontractor’s indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and</p> <p>(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).</p>
52.215-23*	Limitations on Pass-Through Charges.	OCT 2009	(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR 408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.216-5**	Price Redetermination—Prospective.	OCT 1997	(i) <i>Subcontracts</i> : No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. Note : This may be addressed by the price terms of the actual purchase order issued.
52.216-6**	Price Redetermination—Retroactive.	OCT 1997	(h) <i>Subcontracts</i> : No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. Note : This may be addressed by the price terms of the actual purchase order issued.
52.216-16**	Incentive Price Revision--Firm Target.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. Note : This may be addressed by the price terms of the actual purchase order issued.
52.216-17**	Incentive Price Revision--Successive Targets.	OCT 1997	No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis. Note : This may be addressed by the price terms of the actual purchase order issued.
52.219-8	Utilization of Small Business Concerns.	NOV 2016	FAR 52.219-9(k): The failure of the Contractor or subcontractor to comply in good faith with – (1) the clause of this contract entitled “Utilization Of Small Business Concerns”; or (2) An approved plan required by this clause shall be a material breach of the contract.
52.219-9	Small Business Subcontracting Plan.	JAN 2017	(d) The offeror’s subcontracting plan shall include the following: ... (9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further

CDI Marine Company Flowdowns

			<p>subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.</p> <p>(10) Assurances that the Offeror will... (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or SSR using eSRS...(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.</p>
52.219-9 (Alternate III)	Small Business Subcontracting Plan.	JAN 2017	<p>(d)(10) Assurances that the Offeror will—</p> <p>(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 in accordance with paragraph (l) of this clause. Ensure that its subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (l) of this clause using the eSRS.</p>
52.219-9 (Alternate IV)	Small Business Subcontracting Plan.	JAN 2017	<p>(d)(10) Assurances that the Offeror will...(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or SSR using eSRS...(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor’s official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.</p>
52.219-9 (Alternate IV)(Class Deviation 2018-00007)	<p>Small Business Subcontracting Plan.</p> <p>(NOTE: Use this deviation in lieu of the Alternate IV clause at FAR 52.219-9 when incorporating a subcontracting plan due to a modification to an order under a BOA or BPA, as provided for in FAR 19.702(a)(3)</p>	DEC 2017	<p>(d)(9) Assurances that the contractor will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.</p> <p>(d)(10) Assurances that the Offeror will...(v) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 and SSR in accordance with paragraph (l) of this clause</p>

52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation.	MAY 2014	The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.
52.222-6	Construction Wage Rate Requirements.	MAY 2014	As per FAR 52.222-11(b)(1), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-7	Withholding of Funds.	MAY 2014	As per FAR 52.222-11(b)(6), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-8	Payrolls and Basic Records.	MAY 2014	As per FAR 52.222-11(b)(4), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-9	Apprentices and Trainees.	JUL 2005	As per FAR 52.222-11(b)(3), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-10	Compliance With Copeland Act Requirements.	FEB 1988	As per FAR 52.222-11(b)(5), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.

52.222-11*	Subcontracts (Labor Standards).	MAY 2014	<p>(b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—</p> <p>(1) Construction Wage Rate Requirements;</p> <p>(2) Contract Work Hours and Safety Standards -Overtime Compensation (if the clause is included in this contract);</p> <p>(3) Apprentices and Trainees;</p> <p>(4) Payrolls and Basic Records;</p> <p>(5) Compliance with Copeland Act Requirements;</p> <p>(6) Withholding of Funds;</p> <p>(7) Subcontracts (Labor Standards);</p> <p>(8) Contract Termination – Debarment;</p> <p>(9) Disputes Concerning Labor Standards;</p> <p>(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and</p> <p>(11) Certification of Eligibility.</p> <p>The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.</p>
52.222-12	Contract Termination-Debarment.	MAY 2014	As per FAR 52.222-11(b)(8), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	MAY 2014	As per FAR 52.222-11(b)(10), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-14	Disputes Concerning Labor Standards.	FEB 1988	As per FAR 52.222-11(b)(9), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.
52.222-15	Certification of Eligibility.	MAY 2014	<p>As per FAR 52.222-11(b)(11), the Contractor shall insert this clause in any subcontracts for construction, alterations and repairs within the United States.</p> <p>(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).</p>

52.222-17*	Non-Displacement of Qualified Workers.	MAY 2014	<p>(i) <i>Subcontracts</i>: In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—</p> <p>(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;</p> <p>(2) That the subcontractor will provide the Contractor with the information about the service employees of the sub- contractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and</p> <p>(3) The recordkeeping requirements of paragraph (f) of this clause.</p>
52.222-21	Prohibition of Segregated Facilities.	APR 2015	(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.
52.222-26	Equal Opportunity.	SEP 2016	(c)(10)The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
52.222-26 (Class Deviation 2017-O0008) (Applicable only to contracts entered into for Hurricane Harvey Relief)	Equal Opportunity.	SEP 2016	(c)(10)The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
52.222-27	Affirmative Action Compliance Requirements for Construction.	APR 2015	(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
52.222-34*	Project Labor Agreement.	MAY 2010	(c) <i>Subcontracts</i> . The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts with subcontractors engaged in construction on the construction project.

52.222-35	Equal Opportunity for Veterans.	OCT 2015	(c) <i>Subcontracts</i> . The Contractor shall insert the terms of this clause in subcontracts of \$ 150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-35 (Class Deviation 2017-O0008) (Applicable only to contracts entered into for Hurricane Harvey Relief)	Equal Opportunity for Veterans.	OCT 2015	(c) <i>Subcontracts</i> . The Contractor shall insert the terms of this clause in subcontracts of \$ 150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-36	Affirmative Action for Workers with Disabilities.	JUL 2014	(b) <i>Subcontracts</i> . The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$ 15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-36 (Class Deviation 2017-O0008) (Applicable only to contracts entered into for Hurricane Harvey Relief)	Affirmative Action for Workers with Disabilities.	JUL 2014	(b) <i>Subcontracts</i> . The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$ 15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.
52.222-37	Employment Reports on Veterans.	FEB 2016	(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40*	Notification of Employee Rights Under the National Labor Relations Act.	DEC 2010	(f) <i>Subcontracts</i> The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
52.222-41	Service Contract Labor Standards.	MAY 2014	(l) The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.
52.222-50*	Combating Trafficking in Persons.	MAR 2015	(i) <i>Subcontracts</i> (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (B) Has an estimated value that exceeds \$500,000. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause. (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.
52.222-51*	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements.	MAY 2014	(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.
52.222-53*	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements.	MAY 2014	(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.222-54*	Employment Eligibility Verification.	OCT 2015	<p>(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that --</p> <p>(1) Is for -- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than \$ 3,500; and (3) Includes work performed in the United States.</p>
52.222-55*	Minimum Wages Under Executive Order 13658	DEC 2015	<p>(k) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.</p>
52.222-62*	Paid Sick Leave Under Executive Order 13706	JAN 2017	<p>(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.</p>
52.223-7	Notice of Radioactive Materials.	JAN 1997	<p>(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause. [Paragraph (a) requires notice whenever any servicing is required by the contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.]</p>
52.223-18*	Contractor Policy to Ban Text Messaging While Driving.	AUG 2011	<p>(d) <i>Subcontracts</i> The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.</p>
52.224-3*	Privacy Training.	JAN 2017	<p>(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--</p> <p>(1) Have access to a system of records;</p>

			<p>(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or</p> <p>(3) Design, develop, maintain, or operate a system of records.</p>
52.225-8*	Duty-Free Entry.	OCT 2010	<p>(j) The Contractor shall include the substance of this clause in any subcontract if—</p> <p>(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or</p> <p>(2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.</p>
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2008	<p>(c) The Contractor shall insert this clause, including this paragraph in all subcontracts.</p>
52.225-19*	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	MAR 2008	<p>(q) <i>Subcontracts.</i> The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--(1) In a designated operational area during—</p> <p>(i) Contingency operations;</p> <p>(ii) Humanitarian or peacekeeping operations; or</p> <p>(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or</p> <p>(2) When supporting a diplomatic or consular mission—</p> <p>(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or</p> <p>(ii) That the Contracting Officer has indicated is subject to this clause.</p>

52.225-26*	Contractors Performing Private Security Functions Outside the United States.	JUL 2013	<p>(f) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that will be performed in areas of—</p> <p>(1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or</p> <p>(2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.</p>
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations.	MAY 2014	(e) <i>Flowdown</i> . The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States
52.227-1*	Authorization and Consent.	DEC 2007	(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.
52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement .	DEC 2007	(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.
52.227-9*	Refund of Royalties.	APR 1984	(f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.
52.227-10*	Filing of Patent Applications-- Classified Subject Matter.	DEC 2007	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter.
52.227-11*	Patent Rights-- Retention by the Contractor (Short Form).	MAY 2014	<p>(k) <i>Subcontracts</i>.</p> <p>(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.</p>

			<p>(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.</p> <p>(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.</p> <p>(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.</p>
52.227-13*	Patent Rights--Acquisition by the Government.	DEC 2007	<p>(i) <i>Subcontracts.</i></p> <p>(1) The Contractor shall include the substance of the patent rights clause required by FAR 27.3 in all subcontracts for experimental, developmental, or research work. The prescribed patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.</p>
52.228-3	Workers Compensation Insurance (Defense Base Act).	JUL 2014	The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.
52.228-4	Workers Compensation and War-Hazard Insurance Overseas.	APR 1984	(b) The Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.
52.228-5	Insurance--Work on a Government Installation.	JAN 1997	(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance,

			and shall make copies available to the Contracting Officer upon request.
52.229-8**	Taxes -- Foreign Cost-Reimbursement Contracts.	MAR 1990	(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.
52.229-9**	Taxes -- Cost-Reimbursement Contracts with Foreign Governments.	MAR 1990	(b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.
52.230-2	Cost Accounting Standards.	OCT 2015	(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.230-3	Disclosure and Consistency of Cost Accounting Practices.	OCT 2015	<p>(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--</p> <p>(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.</p> <p>(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000.</p> <p>(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.</p>
52.230-4*	Disclosure and Consistency of Cost Accounting Practices-- Foreign Concerns.	OCT 2015	<p>(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—</p> <p>(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.</p> <p>(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000.</p> <p>(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.</p>

52.230-5	Cost Accounting Standards-- Educational Institution.	AUG 2016	<p>(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all applicable CAS in effect on the subcontractor's award date or, if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, except that—</p> <p>(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in 48 CFR 9903.201-4 shall be inserted;</p> <p>(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000; and</p> <p>(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.</p>
52.230-6*	Administration of Cost Accounting Standards.	JUN 2010	<p>(1) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--</p> <p>(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);</p> <p>(2) Include the substance of this clause in all negotiated subcontracts; and</p> <p>(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:</p> <p>(i) Subcontractor's name and subcontract number.</p> <p>(ii) Dollar amount and date of award.</p> <p>(iii) Name of Contractor making the award.</p> <p>* * *</p> <p>(n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.</p>

52.232-27	Prompt Payment for Construction Contracts.	JAN 2017	<p>(c) Subcontract clause requirements The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:</p> <p>(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.</p> <p>(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause --</p> <p>(3) Subcontractor clause flowdown. A clause requiring each subcontractor to—</p> <p>See (i)(1) and (2)</p>
52.232-40*	Providing Accelerated Payments to Small Business Subcontractors.	DEC 2013	(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
52.234-1*	Industrial Resources Developed Under Defense Production Act Title III.	DEC 1994	(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.
52.234-4*	Earned Value Management System.	NOV 2016	(g) The Contractor shall require the subcontractors specified in the clause to comply with the requirements of this clause.
52.236-13	Accident Prevention.	NOV 1991	(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
52.237-7*	Indemnification and Medical Liability Insurance.	JAN 1997	(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

52.244-6	Subcontracts for Commercial Items.	NOV 2017	<p>(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$ 5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.</p> <p>(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.</p> <p>(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).</p> <p>(iv) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities.</p> <p>(v) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).</p> <p>(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).</p> <p>(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212(a));</p> <p>(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).</p> <p>(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).</p> <p>(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.</p>
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		<p>(xii)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).</p> <p>(xiii) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.</p> <p>(xiv) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.</p> <p>(xv)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).</p> <p>(B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).</p> <p>(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>(xvii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.</p> <p>(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.</p>
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52.245-1*	Government Property.	JAN 2017	<p>(b)(3)The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.</p> <p>(f)(1)(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.</p> <p>(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.</p>
52.246-2**	Inspection of Supplies -- Fixed-Price.	AUG 1996	(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-3**	Inspection of Supplies -- Cost-Reimbursement.	MAY 2001	(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-4**	Inspection of Services -- Fixed-Price.	AUG 1996	(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-6**	Inspection -- Time-and-Material and Labor-Hour.	MAY 2001	(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-7**	Inspection of Research and Development-Fixed-Price.	AUG 1996	(c) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises.

52.246-8**	Inspection of Research and Development -- Cost-Reimbursement.	MAY 2001	(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-9**	Inspection of Research and Development (Short Form).	APR 1984	(d) If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
52.246-11*	Higher-Level Contract Quality Requirement	DEC 2014	(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or (2) When the technical requirements of a subcontract require-- (i) Control of such things as design, work operations, in-process control, testing, and inspection; or (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
52.247-64*	Preference for Privately Owned U.S.-Flag Commercial Vessels.	FEB 2006	(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
52.248-1*	Value Engineering.	OCT 2010	(l) <i>Subcontracts</i> . The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value.
52.248-3*	Value Engineering-Construction.	OCT 2015	(h) <i>Subcontracts</i> The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value.

DFARS Clauses

<u>Clause</u>	<u>Clause Title</u>	<u>Date</u>	<u>Application</u>
252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	DEC 2008	(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
252.203-7002*	Requirement to Inform Employees of Whistleblower Rights.	SEP 2013	(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.
252.203-7004 *	Display of Fraud Hotline Posters	OCT 2016	(d)The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract-is for the acquisition of a commercial item.
252.204-7000*	Disclosure of Information.	OCT 2016	The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.
252.204-7009*	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016	(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.
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.	JAN 2009	(h) The Contractor shall incorporate the substance of this clause, including this paragraph (h), in all subcontracts that are subject to the provisions of the U.S.-IAEA AP.

252.204-7012*	Safeguarding of Unclassified Controlled Technical Information.	OCT 2016	<p>(m) <i>Subcontracts</i>. The Contractor shall-</p> <p>(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items without alteration, except to identify the parties; and</p> <p>(2) Require subcontractors to—</p> <p style="padding-left: 40px;">(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and</p> <p style="padding-left: 40px;">(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.</p>
252.204-7014*	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	MAY 2016	(f) <i>Flowdown</i> . Include the substance of this clause, including this paragraph (f), in all subcontracts, including subcontracts for commercial items.
252.204-7015*	Notice of Authorized Disclosure of Information to Litigation Support Contractors.	MAY 2016	(c) <i>Flowdown</i> . Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items.
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	DEC 1991	(d) The Contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.
252.211-7000	Acquisition Streamlining.	OCT 2010	(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over \$1.5 million, awarded in the performance of this contract.
252.211-7003*	Item Identification and Valuation.	MAR 2016	(g) <i>Subcontracts</i> . If the Contractor acquires by subcontract, any items for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

252.215-7010*	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	JAN 2018	<p>(e) Subcontracts. The Offeror shall insert the substance of this provision, including is paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of—</p> <p>(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and</p> <p>(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.</p>
252.215-7010* (Alternate I)	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	JAN 2018	<p>(e) <i>Subcontracts</i>. The Offeror shall insert the substance of this provision, including this paragraph (e), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of—</p> <p>(1) Paragraph (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and</p> <p>(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.</p>
252.217-7012**	Liability and Insurance.	AUG 2003	<p>(d)(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.</p>
252.219-7004	Small Business Subcontracting Plan (Test Program).	OCT 2014	<p>(f) The Contractor shall include, in contracts that offer subcontracting possibilities, are expected to exceed \$ 650,000 (\$ 1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns--</p> <p>(1) FAR 52.219-9, Small Business Subcontracting Plan, and 252.219-7003 Small Business Subcontracting Plan (DoD Contracts), when the Contracting Officer has included these clauses in the contract for purposes of flowdown to subcontractors, or</p> <p>(2) FAR 52.219-9, Small Business Subcontracting Plan, with its Alternate III, and 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), with its Alternate I, when the Contracting Officer has included these clauses in the contract for flowdown to subcontractors to allow for submission of SF 294s in lieu of ISRs, or</p> <p>(3) 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the test program described in DFARS 219.702.</p>

252.222-7000*	Restrictions on Employment of Personnel.	MAR 2000	(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.
252.222-7006**	Restrictions on the Use of Mandatory Arbitration Agreements.	DEC 2010	(b)(2) [The Contractor] Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.
252.223-7002	Safety Precautions for Ammunition and Explosives.	MAY 1994	(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives. (i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials.	SEP 2014	(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.
252.223-7006 (Alternate I)	Prohibition on Storage and Disposal of Toxic and Hazardous Materials.	SEP 2014	(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts which require, may require, or permit a subcontractor access to a DoD installation, at any tier. Inclusion of the substance of this clause in subcontracts does not relieve the prime Contractor of liability to the government under paragraph (c) of this clause.
252.223-7007*	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives.	SEP 1999	(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier (1) For the development, production, manufacture, or purchase of AA&E; or (2) When AA&E will be provided to the subcontractor as Government-furnished property.
252.223-7008*	Prohibition of Hexavalent Chromium.	JUL 2013	(d) <i>Subcontracts:</i> The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts for supplies, maintenance and repair services, or construction materials.
252.225-7001**	Buy American and Balance of Payments Program.	DEC 2017	(c) The Contractor shall deliver <i>only domestic end products</i> unless, in its offer, it specified delivery of other end products in the Buy American – Balance of Payments Program Certificate provision of the solicitation. (emphasis added)
252.225-7001** (Alternate I)	Buy American and Balance of Payments Program.	DEC 2017	(c) The Contractor shall deliver <i>only domestic end products</i> unless, in its offer, it specified delivery of other end products in the Buy American – Balance of Payments Program Certificate provision of the solicitation. (emphasis added)

252.225-7002**	Qualifying Country Sources as Subcontractors.	DEC 2017	(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.
252.225-7004**	Report of Intended Performance Outside the United States and Canada -- Submission after Award.	OCT 2015	<p>(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—</p> <p style="padding-left: 40px;">(1) Exceeds \$700,000 in value; and</p> <p style="padding-left: 40px;">(2) Could be performed inside the United States or Canada.</p> <p>(c) Submission of reports. The Contractor—</p> <p style="padding-left: 40px;">(1) Shall submit a report as soon as practical after the information is known;</p> <p style="padding-left: 40px;">(2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;</p> <p style="padding-left: 40px;">(3) Need not resubmit information submitted with its offer, unless the information changes;</p> <p style="padding-left: 40px;">(4) Shall submit all reports to the Contracting Officer; and</p> <p style="padding-left: 40px;">(5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD (AT&L), DPAP (CPIC), Washington, DC 20301-3060.</p>
252.225-7007*	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.	SEP 2006	(c)The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List.
252.225-7008**	Restriction on Acquisition of Specialty Metals.	MAR 2013	(b) <i>Any specialty metal delivered under this contract</i> shall be melted or produced in the United States or its outlying areas. (Emphasis added.)

252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	OCT 2014	<p>(e) <i>Subcontracts.</i> (1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts.</p> <p>(2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial items, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall—</p> <p>(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and</p> <p>(ii) Not further alter the clause other than to identify the appropriate parties.</p>
252.225-7013*	Duty-Free Entry.	MAY 2016	<p>(j) The Contractor shall—</p> <p>(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for—</p> <p>(i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$200 per unit;</p> <p>(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and</p> <p>(3) Include in applicable subcontracts—</p> <p>(i) The name and address of the ACO for this contract;</p> <p>(ii) The name, address, and activity address number of the contract administration office specified in this contract; and</p> <p>(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.</p>
252.225-7016*	Restriction on Acquisition of Ball and Roller Bearings.	JUN 2011	<p>(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for</p> <p>(1) Commercial items; or</p> <p>(2) Items that do not contain ball or roller bearings.</p>

252.225-7019*	Restriction on Acquisition of Foreign Anchor and Mooring Chain.	DEC 2009	(d) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.
252.225-7025*	Restriction on Acquisition of Forgings.	DEC 2009	(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts for forging items or for other items that contain forging items.
252.225-7033*	Waiver of United Kingdom Levies.	APR 2003	(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in any subcontract for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.
252.225-7039*	Defense Contractors Performing Private Security Functions Outside the United States	JUN 2016	(f) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts, including subcontracts for commercial items, when private security functions will be performed outside the United States in areas of-- (1) Contingency operations; (2) Combat operations, as designated by the Secretary of Defense; (3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense upon agreement of the Secretary of State; (4) Peace operations, consistent with Joint Publication 3-07.3; or (5) Other military operations or military exercises, when designated by the Combatant Commander.
252.225-7040* (NOTE: Per Class Deviation 2017-00004, DFARS 252.225-7995 replaces this clause for contracts that require performance in the US Central Command Area of Responsibility).	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.	OCT 2015	(q) <i>Subcontracts.</i> The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in— (1) Contingency operations; (2) Peace operations consistent with Joint Publication 3-07.3; or (3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

252.225-7043**	Antiterrorism/Force Protection for Defense Contractors Outside the United States.	JUN 2015	<p>(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall:</p> <p>(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;</p> <p>(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;</p> <p>(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and</p> <p>(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.</p>
252.225-7046*	Exports by Approved Community Members in Response to the Solicitation.	JUN 2013	(h) <i>Subcontracts</i> . The offeror shall flow down the substance of this provision, including this paragraph (h), but excluding the representation at paragraph (g), to any subcontractor at any tier intending to use the DTC Treaties in responding to this solicitation.
252.225-7047*	Exports by Approved Community Members in Performance of the Contract.	JUN 2013	(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract.
252.225-7048*	Export-Controlled Items.	JUN 2013	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
252.225-7980 (Deviation 2016-O0008)*	Contractor Personnel Performing in the United States Africa Command Area of Responsibility.	<p>JUN 2016</p> <p>NOTE: Deviation in effect until incorporated in the DFARS or otherwise rescinded.</p>	(q) <i>Subcontracts</i> . The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

252.225-7981* (Class Deviation 2015-O0016)	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)	SEP 2015	(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.
252.225-7993* (Class Deviation 2015-O0016)	Prohibition on Contracting with the Enemy	SEP 2015	(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States.
252.225-7994* (Class Deviation 2015-O0013)	Additional Access to Contractor and Subcontractor Records In the United States Central Command Theater of Operations.	MAR 2015	(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000 [to be used in solicitations and contracts awarded on or before December 17, 2017) with an estimated value in excess of \$100,000.00, that are to be performed in USCENTRCOM.
252.225-7995* (Class Deviation 2017- O0004)(NOTE: Use this clause, in lieu of DFARS 252.225-7040, in solicitations and contracts that will require contractor personnel to perform in the United States Central Command Area of Responsibility.	Contractor Personnel Performing in the United States Central Command Area of Responsibility	SEP 2017	(q) <i>Subcontracts</i> . The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.
252-225-7979 (Class Deviation 2018-O0008)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations	DEC 2017	(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed, in whole or in part, in the United States Central Command Theater of Operations
252.226-7001*	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts.	SEP 2004	The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

252.227-7013	Rights in Technical Data- Noncommercial Items.	FEB 2014	(k)(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties.
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	FEB 2014	(k)(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties.
252.227-7015	Technical Data -- Commercial Items.	FEB 2014	(e) <i>Applicability to subcontractors or suppliers</i> (2) Whenever any technical data related to commercial items developed in any part at private expense will be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts and other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense, and the clause at 252.227-7013 will govern the technical data pertaining to any portion of a commercial item that was developed in any part at Government expense.
252.227-7016	Rights in Bid or Proposal Information.	JAN 2011	(f) <i>Flowdown</i> . The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

252.227-7018	Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program.	FEB 2014	<p>(k) <i>Applicability to subcontractors or suppliers.</i></p> <p>(1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.</p> <p>(2) Whenever any noncommercial technical data or computer software is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. The Contractor shall use the Technical Data--Commercial Items clause of this contract to obtain technical data pertaining to commercial items, components, or processes. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data or computer software.</p>
252.227-7019	Validation of Asserted Restrictions-Computer Software.	SEP 2016	<p>(i) <i>Flowdown.</i> The Contractor shall insert this clause in all contracts, purchase orders, and other similar instruments with its subcontractors or suppliers, at any tier, who will be furnishing computer software to the Government in the performance of this contract. The clause may not be altered other than to identify the appropriate parties.</p>
252.227-7033	Rights in Shop Drawings.	APR 1966	<p>(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.</p>
252.227-7037	Validation of Restrictive Markings on Technical Data.	SEP 2016	<p>(l) <i>Flowdown.</i> The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial items, with its subcontractors or suppliers at any tier requiring the delivery of technical data.</p>

252.227-7038*	Patent Rights— Ownership by the Contractor (Large Business).	JUN 2012	<p>(l) <i>Subcontracts.</i></p> <p>(1) The Contractor—</p> <p>(i) Shall include the substance of the Patent Rights— Ownership by the Contractor clause set forth at 52.227-11 of the Federal Acquisition Regulation (FAR), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization; and</p> <p>(ii) Shall include the substance of this clause, including this paragraph (1), in all other subcontracts for experimental, developmental, or research work, unless a different patent rights clause is required by FAR 27.303.</p> <p>(2) For subcontracts at any tier—</p> <p>(i) The patents rights clause included in the subcontract shall retain all references to the Government and shall provide to the subcontractor all the rights and obligations provided to the Contractor in the clause. The Contractor shall not, as consideration for awarding the subcontract, obtain rights in the subcontractor’s subject inventions; and</p> <p>(ii) The Government, the Contractor, and the subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Government with respect to those matters covered by this clause. However, nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.</p>
252.228-7001	Ground and Flight Risk.	JUN 2010	(m) <i>Subcontracts.</i> The Contractor shall incorporate the requirements of this clause, including this paragraph (m), in all subcontracts.
252.228-7005*	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles.	DEC 1991	(c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.
252.228-7006**	Compliance with Spanish Laws and Insurance.	DEC 1998	(e) The Contractor shall provide the Contracting Officer with a similar representation for all subcontracts with non- Spanish concerns that will perform work in Spain under this contract.
252.229-7004	Status of Contractor as a Direct Contractor (Spain).	JUN 1997	(h) The Contractor agrees to insert the provisions of this clause, including this paragraph (h), in all subcontracts.

252.234-7002*	Earned Value Management System	MAY 2011	<p>(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows</p> <p>(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:</p> <p>[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]</p> <p>(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:</p> <p>[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]</p>
252.234-7002** (Class Deviation 2015-00017)	Earned Value Management System	SEP 2015	<p>(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:</p> <p>(1) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause:</p> <p><i>[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(2) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:</p> <p><i>[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]</i></p> <p>_____</p>

252.234-7003** (Basic)	Notice of Cost and Software Data Reporting System	NOV 2014	(c) CSDR reporting will be required for subcontractors at any tier with a subcontract that exceeds \$ 50 million. The offeror shall identify, by providing comments on the Resource Distribution Table, the subcontractors, or, if the subcontractors have not been selected, the subcontracted effort in this category.
252.234-7003** (Alternate I)	Notice of Cost and Software Data Reporting System	NOV 2014	(c) CSDR reporting will be required for subcontractors at any tier with a subcontract that exceeds \$ 50 million. The offeror shall identify, by providing comments on the Resource Distribution Table, the subcontractors, or, if the subcontractors have not been selected, the subcontracted effort in this category.
252.234-7004**	Cost and Software Data Reporting System.	NOV 2014	(b) The Contractor shall require CSDR reporting from subcontractors at any tier with a subcontract that exceeds \$50 million. If, for subcontracts that exceed \$50 million, the Contractor changes subcontractors or makes new subcontract awards, the Contractor shall notify the Government.
252.234-7004** (Alternate I)	Cost and Software Data Reporting System.	NOV 2014	(b) The Contractor shall require CSDR reporting from selected subcontractors identified in the CSDR contract plan as requiring such reporting. If the Contractor changes subcontractors or makes new awards for selected subcontract effort, the Contractor shall notify the Government.
252.235-7002	Animal Welfare.	DEC 2014	(f) The Contractor shall include this clause, including this paragraph (f), in all subcontracts involving research of live vertebrate animals.
252.235-7003 (Basic)	Frequency Authorization.	MAR 2014	(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.235-7003 Alternate I	Frequency Authorization.	MAR 2014	(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
252.235-7004 *	Protection of Human Subjects.	JUL 2009	(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

252.236-7013*	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.	JUN 2013	(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in any subcontract that involves the acquisition of steel as a construction material.
252.237-7010*	Prohibition on Interrogation of Detainees by Contractor Personnel.	JUN 2013	(c) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.
252.237-7019*	Training for Contractor Personnel Interacting with Detainees.	JUN 2013	(c) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.
252.237-7023*	Continuation of Essential Contractor Services.	OCT 2010	(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.
252.239-7010*	Cloud Computing Services	OCT 2016	(l) <i>Subcontracts.</i> The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.
252.239-7016*	Telecommunications Security Equipment, Devices, Techniques, and Services.	DEC 1991	(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.
252.239-7018*	Supply Chain Risk	NOV 2013	(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology, whether acquired as a service or as a supply.
252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD contracts).	JUN 2013	(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 a minimal number of additional clauses necessary to satisfy its contractual obligation. (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.
252.246-7003*	Notification of Potential Safety Issues.	JUN 2013	(f) (1)The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for— (i) Parts identified as critical safety items;

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			<p>(ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or</p> <p>(iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.</p> <p>(2) For those subcontracts, including subcontracts for commercial items, described in paragraph (f)(1) of this clause, the Contractor shall require the subcontractor to provide the notification required by paragraph (c) of this clause to—</p> <p>(i) The Contractor or higher-tier subcontractor; and</p> <p>(ii) The ACO and the PCO, if the subcontractor is aware of the ACO and the PCO for the contract.</p>
252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016	(e) The Contractor shall include the substance of this clause, excluding the introductory text and including only paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.
252.246-7008*	Sources of Electronic Parts	DEC 2017	(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.
252.247-7003*	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer.	JUN 2013	(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, with motor carriers, brokers, or freight forwarders.
252.247-7023* (Basic)	Transportation of Supplies by Sea.	APR 2014	<p>(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$100,000.00).</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation (\$100,000.00).</p>

252.247-7023* Alternate I	Transportation of Supplies by Sea.	APR 2014	<p>Alternate I (APR 2014)</p> <p>(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>
252.247-7023* Alternate II	Transportation of Supplies by Sea.	APR 2014	<p>Alternate II (APR 2014). As prescribed in 247.574(b)(3), use the following clause, which uses a different paragraph (b) than the basic clause.</p> <p>(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:</p> <p>(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p> <p>(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>

252.247-7024	Notification of Transportation of Supplies by Sea.	MAR 2000	<p>(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties-</p> <p>(1) In all subcontracts under this contract, if this contract is a construction contract; or</p> <p>(2) If this contract is not a construction contract, in all subcontracts under this contract that are for-</p> <p>(i) Noncommercial items; or</p> <p>(ii) Commercial items that-</p> <p>(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);</p> <p>(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or</p>
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			(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
252.249-7002	Notification of Anticipated Contract Termination or Reduction.	OCT 2015	<p>(d) <i>Notice to subcontractors.</i> Not later than 60 days after the Contractor receives the Contracting Officer's notice of the anticipated termination or reduction, the Contractor shall—</p> <p>(1) Provide notice of the anticipated termination or reduction to each first-tier subcontractor with a subcontract of \$700,000 or more; and</p> <p>(2) Require that each such subcontractor—</p> <p>(i) Provide notice to each of its subcontractors with a subcontract of \$150,000 or more; and with subcontracts of \$150,000 or more.</p> <p>(ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$150,000 or more.</p>