

**Federal Acquisition Regulation (FAR) and Defense  
Federal Acquisition Regulation Supplement (DFARS) Flow-Down Clauses**

PO Terms - U.S. FAR/DFARS Clause Flow-Downs for Sub-Contractors to  
Advanced Integration Technology as Contractor to OEM U.S. Government Defense Contracts

The FAR and DFAR clause cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFAR clause shall be the same version as that which appears in Buyer's prime contract, or higher-tier subcontract under which this Agreement is a subcontract.

**General information:**

1. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to Advanced Integration Technology Terms and Conditions Applicable to all Purchase Orders (the "Terms"), the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, the Terms shall govern in the event of a conflict between these FAR and DFARS provisions and the Terms.
2. If so, identified by AIT, as required by the AIT contract with the OEM's US Government project, an order is a "rated order" certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
3. The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms "Government", "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under the AIT purchase order.
4. Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact AIT regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.
5. The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between AIT and the Seller where the end customer is the United States Government:

**A. Anti-corruption:**

(1) Seller shall comply with applicable laws and regulations relating to anticorruption, including, without limitation,

- a. the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and
- b. laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Seller's country or any country where performance of this Contract will occur

(2) In carrying out its responsibilities under this Contract –

- a) Seller represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to
  - i. any person or firm employed by or acting for on behalf of any customer, whether private or governmental, or
  - ii. any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist AIT or Seller in obtaining or retaining business or directing business to any person.
- b) No owner, partner, officer, director or employee of Seller or of any parent or subsidiary company of Seller is or will become an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract, unless such person obtains the prior written approval of AIT.
- c) Seller has not made and will not make, either directly or indirectly, any improper payments.
- d) Seller has not made and will not make any facilitating payment (as that term is defined in the FCPA) without the prior written approval of AIT.

 AIT	<b>FAR and DFARS Flow Down Clauses</b>	Document	Revision	DCC #
		<b>PF013</b>	<b>2</b>	DCC00000118

**B. Cost Accounting Standards (Applicable unless otherwise exempt):**

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subject to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

**C. Truth In Negotiations:**

Certified Cost or Pricing Data (applicable only if certified cost or pricing data has been provided). The clause entitled “Subcontractor Certified Cost or Pricing Data” is a part of this Order if the Seller was required to furnish cost and pricing data and a Certification of Current Cost or Pricing Data for this Order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data-Modification” is a part of this Order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer, accurate, current, or complete.

**D. Indemnification:**

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this Order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.
- b. The phrase “certified cost or pricing data” as used herein shall be deemed to include any such data, which related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:
  - i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
  - ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

**E. Certified Cost or Pricing Data for Changes:**

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000, \$700,000, or \$750,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR §15.406- 2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or “Other Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

**F. DISPUTES – GOVERNMENT CONTRACTS:**

Any reference to the “Disputes clause” in any applicable FAR Clause shall mean this paragraph, Disputes – Government Contracts. Any dispute arising under the agreement between the parties relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance the following paragraphs.

Notwithstanding any other provisions the agreement between the parties, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order –provided that:

- a. The Buyer notifies with reasonable promptness the Seller of such decision
- b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
- c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.
- d. Any decision upon such appeal, when final, shall be binding upon the Seller.
- e. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of Seller.
- f. Pending any prosecution, appeal, final decision, or settlement of any dispute arising under this purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.
- g. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller’s claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.

- h. As used in this clause, the word “appeal” means an appeal taken under the Contract Disputes Act of 1978, as amended.

**6. APPLICABLE TO ALL ORDERS:**

- a. The following FAR clauses are deemed “mandatory” by the express language of the clause and, therefore, are not negotiable and apply to all contracts, purchase orders, delivery orders, or any agreement between AIT and the Seller where the end customer is the United States Government:

Clause	Title of Provision	Application
52.202-1	Definitions	When a contract provision or clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101.
52.203-3	Gratuities	<p>(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-</p> <p>(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and</p> <p>(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.</p> <p>(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.</p> <p>(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled-</p> <p>(1) To pursue the same remedies as in a breach of the contract; and</p> <p>(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)</p> <p>(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.</p>

52.203-5	Covenant Against Contingent Fees	<p>3.404 Contract clause. The contracting officer shall insert the clause at 52.203-5, Covenant Against Contingent Fees, in all solicitations and contracts exceeding the simplified acquisition threshold, other than those for commercial products or commercial services (see <a href="#">parts 2</a> and <a href="#">12</a>).</p> <p>(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.</p> <p>(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.</p> <p>Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.</p> <p>Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.</p> <p>Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.</p>
52.203-6	Restrictions on Subcontractor Sales to the Government.	<p>(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.</p> <p>(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).</p> <p>(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, as defined in Federal Acquisition Regulation <a href="#">2.101</a> on the date of subcontract award.</p>

52.203-7	Anti-Kickback Procedures	<p>(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.</p> <p>(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.</p> <p>(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.</p> <p>(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.</p> <p>(5) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c)(5) but excepting paragraph (c)(1) of this clause, in all subcontracts under this contract that exceed the threshold specified in Federal Acquisition Regulation 3.502-2(i) on the date of subcontract award.</p>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	<p>(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at <a href="#">52.203-11</a>, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR <a href="#">3.808</a> on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.</p> <p>(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.</p> <p>(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.</p>
52.203-13	Contractor Code of Business Ethics and Conduct	<p>(d) <i>Subcontracts.</i> (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR <a href="#">3.1004</a>(a) on the date of subcontract award and a performance period of more than 120 days.</p>
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment	<p>(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.</p>

52.203-16	Preventing Personal Conflicts of Interest.	<p>(d) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—</p> <p style="padding-left: 40px;">(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation <a href="#">2.101</a> on the date of subcontract award; and</p> <p style="padding-left: 40px;">(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (<i>i.e.</i>, instead of performance only by a self-employed individual).</p>
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	<p>(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under <a href="#">41 U.S.C. 4712</a>, as described in FAR <a href="#">3.900</a> through <a href="#">3.905</a>.</p> <p>(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.</p>
52.204-2	Security Requirements	(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.	(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.
52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	<p>(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR <a href="#">9.405-2(b)</a> on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.</p> <p>(e) <i>Subcontracts</i>. Unless this is a contract for the acquisition of commercial products or commercial services, 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> <p style="padding-left: 40px;">(1) Exceeds the threshold specified in FAR <a href="#">9.405-2(b)</a> on the date of subcontract award; and</p> <p style="padding-left: 40px;">(2) Is not a subcontract for commercially available off-the-shelf items.</p>
52.211-15	Defense Priority and Allocation	This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	<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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-</p> <p>(i) <a href="#">52.203-13</a>, Contractor Code of Business Ethics and Conduct ( <a href="#">41 U.S.C. 3509</a>).</p> <p>(ii) <a href="#">52.203-17</a>, Contractor Employee Whistleblower Rights ( <a href="#">41 U.S.C. 4712</a>).</p> <p>(iii) <a href="#">52.203-19</a>, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (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>(iv) <a href="#">52.204-23</a>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91).</p> <p>(v) <a href="#">52.204-25</a>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Section 889(a)(1)(A) of Pub. L. 115-232).</p>
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	<p>(vi) <a href="#">52.204-27</a>, Prohibition on a Byte Dance Covered Application (Section 102 of Division R of Pub. L. 117-328).</p> <p>(vii) <a href="#">52.219-8</a>, Utilization of Small Business Concerns ( <a href="#">15 U.S.C. 637(d)(2)</a> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <a href="#">19.702(a)</a> on the date of subcontract award, the subcontractor must include <a href="#">52.219-8</a> in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(viii) <a href="#">52.222-21</a>, Prohibition of Segregated Facilities.</p> <p>(ix) <a href="#">52.222-26</a>, Equal Opportunity (E.O.11246).</p> <p>(x) <a href="#">52.222-35</a>, Equal Opportunity for Veterans ( <a href="#">38 U.S.C. 4212</a>).</p> <p>(xi) <a href="#">52.222-36</a>, Equal Opportunity for Workers with Disabilities ( <a href="#">29 U.S.C. 793</a>).</p> <p>(xii) <a href="#">52.222-37</a>, Employment Reports on Veterans ( <a href="#">38 U.S.C. 4212</a>).</p> <p>(xiii) <a href="#">52.222-40</a>, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <a href="#">52.222-40</a>.</p> <p>(xiv) <a href="#">52.222-41</a>, Service Contract Labor Standards ( <a href="#">41 U.S.C. chapter 67</a>).</p>

<p>52.212-5</p>	<p>Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items</p>	<p>(xv) (A) <a href="#">52.222-50</a>, Combating Trafficking in Persons ( <a href="#">22 U.S.C. chapter 78</a> and E.O 13627).</p> <p>(B) Alternate I of <a href="#">52.222-50</a> ( <a href="#">22 U.S.C. chapter 78 and E.O. 13627</a>).</p> <p>(xvi) <a href="#">52.222-51</a>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements ( <a href="#">41 U.S.C. chapter 67</a>).</p> <p>(xvii) <a href="#">52.222-53</a>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements ( <a href="#">41 U.S.C. chapter 67</a>).</p> <p>(xviii) <a href="#">52.222-54</a>, Employment Eligibility Verification (E.O. 12989).</p> <p>(xix) <a href="#">52.222-55</a>, Minimum Wages for Contractor Workers Under Executive Order 14026.</p> <p>(xx) <a href="#">52.222-62</a>, Paid Sick Leave Under Executive Order 13706 (E.O. 13706).</p> <p>(xxi) (A) <a href="#">52.224-3</a>, Privacy Training ( <a href="#">5 U.S.C. 552a</a>).</p> <p>(B) Alternate I of <a href="#">52.224-3</a>.</p> <hr/> <p>(xxii) <a href="#">52.225-26</a>, Contractors Performing Private Security Functions Outside the United States (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).</p> <p>(xxiii) <a href="#">52.226-6</a>, Promoting Excess Food Donation to Nonprofit Organizations ( <a href="#">42 U.S.C. 1792</a>). Flow down required in accordance with paragraph (e) of FAR clause <a href="#">52.226-6</a>.</p> <p>(xxiv) <a href="#">52.232-40</a>, Providing Accelerated Payments to Small Business Subcontractors ( <a href="#">31 U.S.C. 3903</a> and <a href="#">10 U.S.C. 3801</a>). Flow down required in accordance with paragraph (c) of <a href="#">52.232-40</a>.</p> <p>(xxv) <a href="#">52.247-64</a>, Preference for Privately Owned U.S.-Flag Commercial Vessels ( <a href="#">46 U.S.C. 55305</a> and <a href="#">10 U.S.C. 2631</a>). Flow down required in accordance with paragraph (d) of FAR clause <a href="#">52.247-64</a>.</p> <p>(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.</p>
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52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	<p><i>Alternate I.</i> As prescribed in <a href="#">12.301</a> (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".</p> <p><i>Alternate II.</i> As prescribed in <a href="#">12.301</a> (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>(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (<a href="#">5 U.S.C. App.</a>), or an authorized representative of either of the foregoing officials shall have access to and right to—</p> <p>(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</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 products or commercial services, other than—</p>
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	<p>(i) <i>Paragraph (d) of this clause.</i> 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) <i>Those clauses listed in this paragraph (e)(1).</i> Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-</p> <p>(A) <a href="#">52.203-13</a>, Contractor Code of Business Ethics and Conduct (<a href="#">41 U.S.C. 3509</a>).</p> <p>(B) <a href="#">52.203-15</a>, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).</p> <p>(C) <a href="#">52.203-17</a>, Contractor Employee Whistleblower Rights (<a href="#">41 U.S.C. 4712</a>).</p> <p>(D) <a href="#">52.204-23</a>, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Section 1634 of Pub. L. 115-91).</p> <p>(E) <a href="#">52.204-25</a>, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Section 889(a)(1)(A) of Pub. L. 115-232).</p> <p>(F) <a href="#">52.204-27</a>, Prohibition on a ByteDance Covered Application (Section 102 of Division R of Pub. L. 117-328).</p> <p>(G) <a href="#">52.219-8</a>, Utilization of Small Business Concerns (<a href="#">15 U.S.C. 637(d)(2) and (3)</a>), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR <a href="#">19.702(a)</a> on the date of subcontract award, the subcontractor must include <a href="#">52.219-8</a> in lower tier subcontracts that offer subcontracting opportunities.</p>

<p>52.212-5</p>	<p>Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items</p>	<p>(H) <a href="#">52.222-21</a>, Prohibition of Segregated Facilities.</p> <p>(I) <a href="#">52.222-26</a>, Equal Opportunity (E.O. 11246).</p> <p>(J) <a href="#">52.222-35</a>, Equal Opportunity for Veterans ( <a href="#">38 U.S.C. 4212</a>).</p> <p>(K) <a href="#">52.222-36</a>, Equal Opportunity for Workers with Disabilities ( <a href="#">29 U.S.C. 793</a>).</p> <p>(L) <a href="#">52.222-40</a>, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause <a href="#">52.222-40</a>.</p> <p>(M) <a href="#">52.222-41</a>, Service Contract Labor Standards ( <a href="#">41 U.S.C. chapter 67</a>).</p> <p>(N) __ (1) <a href="#">52.222-50</a>, Combating Trafficking in Persons ( <a href="#">22 U.S.C. chapter 78</a> and E.O. 13627).</p> <p>__ (2) Alternate I of <a href="#">52.222-50</a> ( <a href="#">22 U.S.C. chapter 78</a> and E.O. 13627).</p> <p>(O) <a href="#">52.222-51</a>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements ( <a href="#">41 U.S.C. chapter 67</a>).</p>
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52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	<p>(P) <a href="#">52.222-53</a>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements ( <a href="#">41 U.S.C. chapter 67</a>).</p> <p>(Q) <a href="#">52.222-54</a>, Employment Eligibility Verification (Executive Order 12989).</p> <p>(R) <a href="#">52.222-55</a>, Minimum Wages for Contractor Workers Under Executive Order 14026.</p> <p>(S) <a href="#">52.222-62</a>, Paid Sick Leave Under Executive Order 13706 (E.O. 13706).</p> <p>(T)___ (1) <a href="#">52.224-3</a>, Privacy Training ( <a href="#">5 U.S.C. 552a</a>).</p> <p>___ (2) Alternate I of <a href="#">52.224-3</a>.</p> <p>(U) <a href="#">52.225-26</a>, 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. Subtitle A, Part V, Subpart G Note).</p> <p>(V) <a href="#">52.226-6</a>, Promoting Excess Food Donation to Nonprofit Organizations. ( <a href="#">42 U.S.C. 1792</a>). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(W) <a href="#">52.232-40</a>, Providing Accelerated Payments to Small Business Subcontractors ( <a href="#">31 U.S.C. 3903</a> and <a href="#">10 U.S.C. 3801</a>). Flow down required in accordance with paragraph (c) of <a href="#">52.232-40</a>.</p> <p>(X) <a href="#">52.247-64</a>, Preference for Privately Owned U.S.-Flag Commercial Vessels ( <a href="#">46 U.S.C. 55305</a> and <a href="#">10 U.S.C. 2631</a>). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p>
52.214-28	Subcontractor Cost or Pricing Data-- Modifications-- Sealed Bidding.	<p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR <a href="#">15.403-4(a)(1)</a>.</p>
52.215-2	Audit and Records Negotiation	<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, as defined in FAR <a href="#">2.101</a> on the date of subcontract award, 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 certified 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>

52.215-10	Price Reduction for Defective Cost or Pricing Data	<p>(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—</p> <p>(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;</p> <p>(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data; or</p> <p>(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly, and the contract shall be modified to reflect the reduction.</p> <p>(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.</p>
52.215-10	Price Reduction for Defective Cost or Pricing Data	<p>(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:</p> <p>(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.</p> <p>(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.</p> <p>(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.</p> <p>(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.</p>
52.215-10	Price Reduction for Defective Cost or Pricing Data	<p>(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-</p> <p>(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the Contractor is entitled to the offset in the amount requested; and</p> <p>(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.</p> <p>(ii) An offset shall not be allowed if—</p>

52.215-10	Price Reduction for Defective Cost or Pricing Data	<p>(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid-</p> <p>(1) Interest compounded daily, as required by <a href="#">26 U.S.C.6622</a>, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under <a href="#">26 U.S.C.6621(a)(2)</a>; and</p> <p>(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.</p>
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	<p>(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) <a href="#">15.403-4(a)(1)</a> on the date of execution of the modification, except that this clause does not apply to any modification if an exception under FAR <a href="#">15.403-1(b)</a> applies.</p>
52.215-12	Subcontractor Cost or Pricing Data	<p>(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR <a href="#">15.403-4(a)(1)</a>, the Contractor shall insert either—</p> <p>(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or</p> <p>(2) The substance of the clause at FAR <a href="#">52.215-13</a>, Subcontractor Certified Cost or Pricing Data-Modifications.</p>
52.215-13	Subcontractor Cost or Pricing Data— Modifications.	<p>(a) The requirements of paragraphs (b) and (c) of this clause shall—</p> <p>(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) <a href="#">15.403-4(a)(1)</a> on the date of execution of the modification; and</p> <p>(2) Be limited to such modifications.</p>

52.215-13	Subcontractor Cost or Pricing Data—Modifications.	<p>(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR <a href="#">15.403-4(a)(1)</a>, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR <a href="#">15.403-4(a)(1)</a>, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR <a href="#">15.403-1(b)</a> applies. If the threshold for submission of certified cost or pricing data specified in FAR <a href="#">15.403-4(a)(1)</a> is adjusted for inflation as set forth in FAR <a href="#">1.109(a)</a>, then pursuant to FAR <a href="#">1.109(d)</a> the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.</p> <p>(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR <a href="#">15.406-2</a> that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.</p> <p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR <a href="#">15.403-4(a)(1)</a> on the date of agreement on price or the date of award, whichever is later.</p>
52.215-14	Integrity of Unit Prices	<p>(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of certified cost or pricing data not otherwise required by law or regulation.</p> <p>(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.</p> <p>(c) The Contractor shall insert the substance of this clause, less paragraph (b) of this clause, in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) <a href="#">2.101</a> on the date of subcontract award; construction or architect-engineer services under FAR <a href="#">part 36</a>; utility services under FAR <a href="#">part 41</a>; services where supplies are not required; commercial products and commercial services; and petroleum products.</p>
52.215-15	Pension Adjustments and Asset Reversions	<p>(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR <a href="#">15.408(g)</a>.</p>
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	<p>(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR <a href="#">15.408(j)</a>.</p>

52.215-19	Notification of Ownership Changes	<p>(a) The Contractor shall make the following notifications in writing:</p> <p>(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.</p> <p>(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.</p> <p>(b) The Contractor shall-</p> <p>(1) Maintain current, accurate, and complete inventory records of assets and their costs;</p> <p>(2) Provide the ACO or designated representative ready access to the records upon request;</p> <p>(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and</p> <p>(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.</p> <p>(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR <a href="#">15.408(k)</a>.</p>
52.215-23	Limitations on Pass-Through Charges	<p>(f) <i>Subcontracts.</i> 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, as defined in FAR <a href="#">2.101</a> on the date of subcontract award, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in FAR <a href="#">15.408(n)(2)(i)(B)(2)</a>, that exceed the threshold for obtaining cost or pricing data in FAR <a href="#">15.403-4</a> on the date of subcontract award.</p>
52.219-8	Utilization of Small Business Concerns	<p>(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at <a href="https://web.sba.gov/pro-net/search/dsp_dsbs.cfm">https://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a>. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.</p>

52.219-9	Small Business Subcontracting Plan	<p>(a) This clause does not apply to small business concerns.</p> <p>(c) (1) The Offeror, upon request by the <i>Contracting</i> Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.</p>
52.219-16	Liquidated Damages – Subcontracting Plan	<p>(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.</p> <p>(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.</p>
52.219-16	Liquidated Damages – Subcontracting Plan	<p>(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.</p> <p>(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.</p> <p>(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.</p> <p>(f) Liquidated damages shall be in addition to any other remedies that the Government may have.</p>

52.222-4	Contract Work Hours and Safety Standards	<p>(e) <i>Subcontracts</i>. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that 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.</p>
52.222-11	Subcontracts (Labor Standards)	<p>(b) The Contractor 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>
52.222-11	Liquidated Damages – Subcontracting Plan	<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>(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).</p> <p>(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.</p>
52.222-17	Non-Displacement of Qualified Workers	<p>((b) <i>Cooperation with Authorities</i>. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision <a href="#">52.222-18</a>, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at <a href="#">52.212-3(i)</a>, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.</p>

52.222-20	Walsh-Healey Public Contracts Act	<p>If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed the threshold specified in Federal Acquisition Regulation <a href="#">22.602</a> on the date of award of this contract, and is subject to <a href="#">41 U.S.C. chapter 65</a>, the following terms and conditions apply:</p> <p>(a) All stipulations required by <a href="#">41 U.S.C. chapter 65</a> and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.</p> <p>(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under section 14 of the Fair Labor Standards Act ( <a href="#">41 U.S.C. 6508</a>).</p>
52.222-26	Equal Opportunity	<p>(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.</p> <p>(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-</p> <ul style="list-style-type: none"> <li>(i) Employment;</li> <li>(ii) Upgrading;</li> <li>(iii) Demotion;</li> <li>(iv) Transfer;</li> <li>(v) Recruitment or recruitment advertising;</li> <li>(vi) Layoff or termination;</li> <li>(vii) Rates of pay or other forms of compensation;</li> <li>(viii) Selection for training, including apprenticeship.</li> </ul>

<p>52.222-26</p>	<p>Equal Opportunity</p>	<p>(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.</p> <p>(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-</p> <p>(A) Incorporation into existing employee manuals or handbooks; and</p> <p>(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.</p> <p>(6) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.</p> <p>(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.</p>
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52.222-26	Equal Opportunity	<p>(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.</p> <p>(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.</p> <p>(11) 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.</p> <p>(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.</p>
52.222-34	Project Labor Agreement	<p><i>Subcontracts.</i> The Contractor shall require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause and shall include the substance of paragraphs (d) through (f) of this clause in all subcontracts with subcontractors engaged in construction on the construction project.</p>
52.222-35	Equal Opportunity for Veterans.	<p>Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR <a href="#">22.1303(a)</a> on the date of subcontract award, 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.</p>
52.222-36	Equal Opportunity for Workers with Disabilities	<p>Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) <a href="#">22.1408(a)</a> on the date of subcontract award, 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.</p>
52.222-37	Employment Reports on Veterans	<p>(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR <a href="#">22.1303(a)</a> on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.</p>

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	<p>(f) Subcontracts. (1) 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.</p> <p>(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.</p> <p>(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.</p>
52.222-41	Service Contract Act of 1965, as Amended	<p>(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor, or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.</p> <p>(d) <i>Obligation to furnish fringe benefits.</i> The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.</p> <p>(e) <i>Minimum wage.</i> In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.</p>
52.222-41	Service Contract Act of 1965, as Amended	<p>(g) <i>Notification to employees.</i> The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of <a href="#">41 U.S.C. 6703</a> and of this contract.</p> <p>(h) <i>Safe and sanitary working conditions.</i> The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.</p> <p>(i) <i>Records.</i> (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work and make them available for inspection and transcription by authorized</p>

52.222-41	Service Contract Act of 1965, as Amended	<p>(k) <i>Withholding of payments and termination of contract.</i> The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.</p> <p>(l) <i>Subcontracts.</i> The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.</p> <hr/> <p>(m) <i>Collective bargaining agreements applicable to service employees.</i> If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.</p> <p>(n) <i>Seniority list.</i> Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.</p> <p>(o) <i>Rulings and interpretations.</i> Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.</p>
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52.222-41	Service Contract Act of 1965, as Amended	<p>(p) Contractor’s certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under <a href="#">41 U.S.C. 6706</a>.</p> <p>(q) <i>Variations, tolerances, and exemptions involving employment.</i> Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to <a href="#">41 U.S.C. 6707</a> prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:</p> <p>(r) <i>Apprentices.</i> Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman’s rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.</p> <p>(s) <i>Tips.</i> An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by <a href="#">41 U.S.C. 6703(1)</a>, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1,1981.</p> <p>(t) <i>Disputes concerning labor standards.</i> The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.</p>
52.222-50	Combating Trafficking in Persons	<p>(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-</p> <p>(i) 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</p> <p>(ii) Has an estimated value that exceeds \$550,000.</p> <p>(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.</p>

52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.	<p>(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.</p> <p>(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.</p> <p>(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.</p> <p>(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.</p> <p>(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.</p> <p>(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.</p>
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.	<p>(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed.</p> <p>(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.</p>

52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements	<p>(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operation</p> <p>(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.</p> <p>(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.</p>
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services— Requirements	<p>(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.</p> <p>(e) (1) Except for services identified in FAR <a href="#">22.1003-4</a>(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or</p> <p>(2) A subcontract for exempt services shall be awarded on a sole source basis.</p> <p>(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.</p> <p>(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR <a href="#">4.5</a>(c) will be followed.</p> <p>(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.</p>

52.222-54	Employment Eligibility Verification	<p>(e) <i>Subcontracts</i>. 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—</p> <p>(i) 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</p> <p>(ii) Construction;</p> <p>(2) Has a value of more than \$3,500; and</p> <p>(3) Includes work performed in the United States.</p>
52.222-55	Minimum Wages Under Executive Order 13658	<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>
52.223-18	Contractor Policy to Ban Text Messaging While Driving	<p>(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.</p> <p>(c) The Contractor is encouraged to-</p> <p>(1) Adopt and enforce policies that ban text messaging while driving-</p> <p>(i) Company-owned or rented vehicles or Government-owned vehicles; or</p> <p>(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.</p> <p>(2) Conduct initiatives in a manner commensurate with the size of the business, such as-</p> <p>(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and</p> <p>(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.</p> <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, as defined in Federal Acquisition Regulation <a href="#">2.101</a> on the date of subcontract award.</p>

52.225-1	Buy American Act – Supplies	<p>(b) <a href="#">41 U.S.C. chapter 83</a>, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with <a href="#">41 U.S.C. 1907</a>, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see <a href="#">12.505(a)(1)</a>), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.</p> <p>(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.</p> <p>(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."</p>
52.225-5	Trade Agreement	<p>(b) <i>Delivery of end products.</i> The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."</p>
52.225-6	Trade Agreements – Certificate	<p>(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."</p> <p>(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.</p>
52.225-8	Duty-Free Entry	<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	<p>(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC’s implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.</p> <p>(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC’s List of Specially Designated Nationals and Blocked Persons at <a href="https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists">https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists</a>. More information about these restrictions, as well as updates, is available in the OFAC’s regulations at 31 CFR Chapter V and/or on OFAC’s website at <a href="https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information">https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information</a>.</p> <p>(c) The Contractor shall insert this clause, including this paragraph (c), 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	<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-</p> <p>(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 <a href="https://aoprals.state.gov/">https://aoprals.state.gov/</a>); 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	<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 outside the United States in areas of-</p> <p>(1) Combat operations, as designated by the Secretary of Defense; or</p> <p>(2) 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	<p>(e) <i>Subcontracts</i>. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments that exceed the threshold specified in Federal Acquisition Regulation <a href="#">26.404</a> on the date of subcontract award 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.</p>
52.227-1	Authorization and Consent	<p>(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, as defined in Federal Acquisition Regulation (FAR) <a href="#">2.101</a> on the date of subcontract award. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, as defined in FAR <a href="#">2.101</a> on the date of subcontract award, does not affect this authorization and consent.</p>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	<p>(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.</p> <p>(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.</p> <p>(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, as defined in Federal Acquisition Regulation (FAR) <a href="#">2.101</a> on the date of subcontract award.</p>
52.227-9	Refund of Royalties	<p>(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.</p>
52.227-10	Filing of Patent Applications-- Classified Subject Matter	<p>(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.</p>
52.227-11	Patent Rights-- Retention by the Contractor (Short Form)	<p>(k) <i>Subcontracts</i>. (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 <a href="#">subpart 27.3</a>.</p>

52.227-11	Patent Rights-- Retention by the Contractor (Short Form)	<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 statute in connection with proceedings under paragraph (h) of this clause.</p>
52.227-13	Patent Rights-- Acquisition by the Government	<p>(i) Subcontracts. (1) The Contractor shall include the substance of the patent rights clause required by FAR <a href="#">subpart 27.3</a> 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> <p>(2) In the event of a refusal by a prospective subcontractor to accept the clause, the Contractor-</p> <p>(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and</p> <p>(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.</p> <p>(3) In subcontracts at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by the patent rights clause constitute a contract between the subcontractor and the agency with respect to those matters covered by this clause.</p> <p>(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.</p>
52.227-14	Rights in Data – General	Does not apply if DFARS 252.227-7013 applies.

52.230-2	Cost Accounting Standards.	<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 CAS in effect on the subcontractor’s award date or if the subcontractor has submitted certified 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 <a href="#">30.201-4</a> of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, 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.</p>
52.230-3	Disclosure and Consistency of Cost Accounting Practice	<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 section <a href="#">30.201-4</a> of the Federal Acquisition Regulation (FAR) shall be inserted.</p> <p>(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR <a href="#">30.201-4</a>(b) on the date of subcontract award.</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	<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 Federal Acquisition Regulation (FAR) <a href="#">30.201-4</a> shall be inserted.</p> <p>(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR <a href="#">30.201-4</a>(b) on the date of subcontract award.</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	<p>(l) For all subcontracts subject to the clauses at FAR <a href="#">52.230-2</a>, <a href="#">52.230-3</a>, <a href="#">52.230-4</a>, or <a href="#">52.230-5</a>-</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>(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall-</p> <p>(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and</p> <p>(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.</p> <p>(n) For subcontracts containing the clause or substance of the clause at FAR <a href="#">52.230-2</a>, FAR <a href="#">52.230-3</a>, FAR <a href="#">52.230-4</a>, or FAR <a href="#">52.230-5</a>, 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>
52.232-40	Providing Accelerated Payments to Small Business	<p>(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 products or commercial services.</p>
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	<p>(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.</p>
52.234-4	Earned Value Management System	<p>(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:</p>
52.237-7	Indemnification and Medical Liability Insurance	<p>(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.</p>

52.239-1	Privacy or Security Safeguards	<p>(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.</p> <p>(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor’s facilities, installations, technical capabilities, operations, documentation, records, and databases.</p> <p>(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.</p>
52.242-15	Stop Work Order	Applies
52.242-17	Government Delay of Work	Applies
52.243-1	Changes – Fixed Price Contracts	Applies
52.244-5	Competition in Subcontracting	Applies
52.244-6	Subcontracts for Commercial Items	Applies
52.245-1	Government Property (or Alt I or Alt II, the Buyer shall so specify. If the Buyer does not Specify the requirement will default to the basic clause)	<p>(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>(v) <i>Subcontractor control.</i> (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 (<i>e.g.</i>, 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>
52.246-11	Higher-Level Contract Quality Requirement	<p>(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-</p> <p>(1) Any subcontract for critical and complex items (see <a href="#">46.203</a>(b) and (c)); or</p> <p>(2) When the technical requirements of a subcontract require-</p> <p>(i) Control of such things as design, work operations, in-process control, testing, and inspection; or</p> <p>(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.</p>

52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	(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	(l) <i>Subcontracts.</i> The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR <a href="#">2.101</a> on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract’s price for instant contract savings (or negative instant contract savings), the Contractor’s allowable development and implementation costs shall include any subcontractor’s allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, <i>provided</i> , that the payments shall not reduce the Government’s share of concurrent or future contract savings or collateral savings.
52.248-3	Value Engineering-Construction	(h) <i>Subcontracts.</i> The Contractor shall include an appropriate value engineering clause in any subcontract of \$75,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract’s price under paragraph (f) of this clause, the Contractor’s allowable development and implementation costs shall include any subcontractor’s allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; <i>provided</i> , that these payments shall not reduce the Government’s share of the savings resulting from the VECP.
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government’s interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with <a href="#">part 49</a> of the Federal Acquisition Regulation in effect on the date of this contract.

b. The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between AIT and the Seller where the end customer is any agency within the United States Department of Defense:

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	(g) <i>Subcontracts.</i> 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 products, commercial services, or commercial components.
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.  (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	(d) <i>Subcontracts</i> . The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement <a href="#">203.1004</a> (b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.
252.204-7000	Disclosure of Information	(c) The Contractor agrees to include a similar requirement, including this paragraph (c), 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	(c) <i>Subcontracts</i> . 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	(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 Unclassified Uncontrolled Technical Information	<p>(m) <i>Subcontracts</i>. The Contractor shall—(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 covered defense information, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and</p> <p>(2) Require subcontractors to—(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>(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.	<p>(e) <i>Contractor employees.</i> The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of any litigation information covered by this clause.</p> <p>(f) <i>Subcontracts.</i> Include the substance of this clause, including this paragraph (f), in all subcontracts, including subcontracts for commercial products or commercial services.</p>
252.204-7015	Disclosure of Information to Litigation Support Contractors	<p>(c) <i>Subcontracts.</i> Include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services.</p>
252.209-7002	Disclosure of ownership of control by a foreign government	<p>(c) <i>Disclosure.</i> The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent.</p>
252.217-7012	Liability and Insurance	<p>(d) <i>Insurance.</i> (1) The Contractor shall, at its own expense, obtain and maintain the following insurance—</p> <p>(i) Casualty, accident, and liability insurance, as approved by the Contracting Officer, insuring the performance of its obligations under paragraph (c) of this clause.</p> <p>(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work.</p> <p>(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> <p>(3) Upon request of the Contracting Officer, the Contractor shall provide evidence of the insurance required by paragraph (d) of this clause.</p>
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	<p>(g) Include the clause at DFARS <a href="#">252.219-7004</a>, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS <a href="#">219.702-70</a>, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a) and to have further subcontracting opportunities.</p>
252.222-7000	Restrictions on Employment of Personnel	<p>(a) The Contractor shall employ, for the purpose of performing that portion of the contract work, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.</p> <p>(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.</p>

252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	<p>(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier—</p> <p>(1) For the development, production, manufacture, or purchase of AA&amp;E; or</p> <p>(2) When AA&amp;E will be provided to the subcontractor as Government-furnished property.</p>
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	<p>(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 or the 600 series of the Commerce Control List.</p>
252.225-7008	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)	<p>(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.</p>
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	<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 products, 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	<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</p> <p>(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	<p>(f) <i>Subcontracts.</i> The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for—</p> <p>(1) Commercial products; 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	<p>(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts for items containing welded shipboard anchor and mooring chain, four inches or less in diameter.</p>
252.225-7020	Trade Agreements Certificate	<p>The Contractor agrees to submit a certification of compliance, as necessary.</p>
252.225-7021	Trade Agreements	<p>(c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—</p> <p>(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and</p> <p>(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government’s requirements; or</p> <p>(ii) A national interest waiver has been granted.</p>

252.225-7025	Restriction on the Acquisition of Forgings	(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.	(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	<p>(f) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts, including subcontracts for commercial products or commercial services, when private security functions will be performed outside the United States in areas of—</p> <p>(1) Contingency operations;</p> <p>(2) Combat operations, as designated by the Secretary of Defense;</p> <p>(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;</p> <p>(4) Peace operations, consistent with Joint Publication 3-07.3; or</p> <p>(5) Other military operations or military exercises, when designated by the Combatant Commander.</p>
252.225-7040	Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	<p>(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—</p> <p>(1) Contingency operations;</p> <p>(2) Peace operations consistent with Joint Publication 3-07.3; or</p> <p>(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.</p>

52.225-7043	Antiterrorism / force Protection Policy for Defense Contractors Outside the United States	<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	<p>(h) <i>Subcontracts</i>. 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.</p>
252.225-7047	Export by Approved Community Members in Performance of the Contract	<p>(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.</p>
252.225-7048	Export Controlled Items	<p>(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.</p>
252.225-7981	Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM)	<p>Use the clause 252.225-7981, Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (DEVIATION 2015-O0016), in solicitations and contracts valued at more than \$50,000, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command (USCENTCOM) theater of operations. This class deviation remains in effect until incorporated in the Federal Acquisition Regulation or otherwise rescinded.</p>

252.225-7985	Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations	<p>(g) <i>Subcontracts.</i> The Contractor shall incorporate the substance of this clause, including this paragraph (g)</p> <p>(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations; and</p> <p>(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations.</p>
252.225-7989 (Class Deviation) 2014-00005)	Requirements for Contractor Personnel Performing in Djibouti	<p>(f) <i>Subcontracts.</i> The Contractor shall incorporate the substance of this clause, including this paragraph (f), in all subcontracts that require subcontractor personnel to perform in Djibouti.</p>
252.225-7993 (Class Deviation 2015-O0016)	Prohibition on Contracting with the Enemy	<p>(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.</p>
252.225-7994 (Class Deviation 2015-O0013)	Additional Access to Contractor and Subcontractor In the United States Central Command Theater of Operations.	<p>(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.</p>
252.225-7995 (Class Deviation 2015-O0009)	Contractor Personnel Performing in the United States Central Command Area of Responsibility	<p>(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 USCENTRCOM AOR.</p>

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises—DoD Contracts.	(g) 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	<p>(k) Applicability to subcontractors or suppliers.</p> <p>(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.</p> <p>(2) Whenever any technical data for other than commercial products or commercial services, or for commercial products or commercial services 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 products or commercial services, 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 other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial product or commercial service that was developed exclusively at private expense. 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.</p>

252.227-7013	Rights in Technical Data - Noncommercial Items	<p>(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.</p> <p>(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.</p> <p>(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.</p>
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	<p>(k) <i>Applicability to subcontractors or suppliers.</i></p> <p>(1) Whenever any other than commercial 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. 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 computer software or computer software documentation.</p> <p>(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.</p> <p>(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.</p> <p>(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.</p>
252.227-7015	Technical Data - Commercial Items	<p>(e) <i>Applicability to subcontractors or suppliers.</i></p> <p>(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775 and 10 U.S.C. 3781-3786.</p> <p>(2) Whenever any technical data related to commercial products or commercial services 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 products or commercial services, 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 product or commercial service that was developed exclusively at private expense, and the clause at <a href="#">252.227-7013</a> will govern the technical data pertaining to any portion of a commercial product or commercial service that was developed in any part at Government expense.</p>

252.227-7016	Rights in Bid or Proposal Information	(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.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.
252.227-7018	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	<p>(k) <i>Applicability to subcontractors or suppliers</i>. (1) The Contractor shall assure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775, 10 U.S.C. 3781-3786, and the identification, assertion, and delivery processes required by paragraph (e) of this clause are recognized and protected.</p> <p>(2) Whenever any other than commercial 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 Products and Commercial Services clause of this contract to obtain technical data pertaining to commercial products, commercial components, commercial services, or commercial 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> <p>(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for technical data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such technical data directly to the Government, rather than through a higher tier contractor, subcontractor, or supplier.</p> <p>(4) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data or computer software from their subcontractors or suppliers.</p> <p>(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data or computer software as an excuse for failing to satisfy its contractual obligation to the Government.</p>
252.227-7019	Validation of Asserted Restrictions - Computer Software	(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.
252.227-7037	Validation of Restrictive Markings on Technical Data	(l) <i>Flowdown</i> . The Contractor or subcontractor agrees to insert this clause in contractual instruments, including subcontracts and other contractual instruments for commercial products or commercial services, with its subcontractors or suppliers at any tier requiring the delivery of technical data.

252.227-7038	Patent Rights – Ownership by the Contractor	<p>(1) <i>Subcontracts.</i> (1) The Contractor—(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 (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 statute in connection with proceedings under paragraph (h) of this clause.</p>
252.227-7039	Patents – Reporting of Subject Inventions	<p>The Contractor shall furnish the Contracting Officer the following:</p> <p style="padding-left: 40px;">(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.</p> <p style="padding-left: 40px;">(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.</p> <p style="padding-left: 40px;">(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.</p> <p style="padding-left: 40px;">(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.</p>
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	<p>(a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each mishap involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.</p> <p>(b) If the Government conducts an investigation of the mishap, the Contractor shall cooperate and assist the Government's personnel until the investigation is complete.</p> <p>(c) The Contractor shall include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in mishap investigations.</p>

252.235-7004	Protection of Human Subjects	(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 (For Construction Subcontracts)	(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, including subcontracts for the acquisition of commercial products.
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	(c) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties.
252.237-7019	Training for Contract personnel Interacting with Detainees	(c) <i>Subcontracts.</i> The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.
252.237-7023	Continuation of Essential Contractor Services	(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	(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 services.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	(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	(b) The Contractor shall mitigate supply chain risk in the provision of supplies and services to the Government.

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	<p>(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial products or commercial services at any tier under this contract, unless so specified in the particular clause.</p> <p>(b) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligation.</p> <p>(c)(1) In accordance with <a href="#">10 U.S.C. 3457(c)</a>, the Contractor shall treat as commercial items any products valued at less than \$10,000 per item that were purchased by the Contractor for use in the performance of multiple contracts with the Department of Defense and other parties and are not identifiable to any particular contract when purchased.</p> <p>(2) The Contractor shall ensure that any items to be used in performance of this contract, that are treated as commercial products pursuant to paragraph (c)(1) of this clause, meet all terms and conditions of this contract that are applicable to commercial products in accordance with the clause at Federal Acquisition Regulation 52.244-6 and paragraph (a) of this clause.</p> <p>(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial products or commercial services.</p>
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property	Applies if the Seller is provided with Government Furnished Property.
252-245-7002	Reporting Loss of Government Property	Applies if the Seller is provided with Government Furnished Property.
252.246-7003	Notification of Potential Safety Issues	<p>(f) <i>Subcontracts.</i> (1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—</p> <p>(i) Parts identified as critical safety items;</p> <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 products or commercial services, 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	(e) <i>Subcontracts</i> . 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 products, for electronic parts or assemblies containing electronic parts.
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	(c) <i>Subcontracts</i> . The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products or commercial services, with motor carriers, brokers, or freight forwarders.
252.247-7023	Transportation of Supplies by Sea	<p>(i) <i>Subcontracts</i>. In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, 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 (i), 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 (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>

**7. Flow Down Requirements for Commercial Item Contracts:**

**a. Incorporation of FAR Clauses for Commercial Item Contracts**

The following FAR clauses are incorporated herein by reference, with the same force and effect as if they were stated in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contract Disputes Act, 41 U.S.C. §§ 7101, *et seq.*, shall have no application to this Subcontract. Any reference to “Disputes” or a “Disputes clause” shall mean the disputes provisions of this Subcontract.

**b. Government Subcontract**

This contract is entered into by the parties in support of a U.S. Government contract. As used in the FAR clauses and other clauses incorporated by reference below and otherwise in this Contract:

- i. “Commercial Item” means a commercial item as defined in FAR § 2.101.
- ii. “Contract” means this contract.
- iii. Contracting Officer” shall mean the U.S. Government Contracting Officer for AIT’s contract with the OEM’s government prime contract under which this Contract is entered.

- iv. “Contractor” and “OFFEROR” means the SELLER, as defined in this Contract, acting as the immediate (first tier) subcontractor to AIT.
- v. “Prime Contract” means the contract between AIT and the U.S. Government or between AIT and its higher-tier contractor who has a contract with the U.S. Government.
- vi. “Subcontract” means any contract placed by the contractor or lower-tier subcontractors under this Contract.

**c. Substitutions**

Whenever necessary to make the context of the clauses set forth below applicable to this subcontract:

- i. Substitute “AIT” for “Government” or “United States.”
- ii. Substitute “AIT Procurement Representative” for “Contracting Officer,” “Administrative Contracting Officer” and “ACO.”

**d. Preservation of the Government’s Rights**

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

**e. FAR Clauses Incorporated by Reference**

The following FAR clauses are hereby incorporated in the Contract by reference and shall have the same force and effect as if set forth in full text. The SELLER hereby acknowledges that it has in its possession or is otherwise familiar with all of the referenced clauses incorporated herein by reference and agrees to perform this Contract in accordance with the provisions of such referenced clauses and the other provisions of this Contract. The full text of the referenced clauses may be accessed electronically at various Internet sites, including <http://farsite.hill.af.mil> and <http://www.acquisition.gov>.

52.203-12	Limitations on Payments to Influence Certain Federal Transactions	<p>(i) <i>Subcontracts</i>. In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, 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 (i), 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 (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>
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52.203-13	Contractor Code of Business Ethics and Conduct	<p>(d) <i>Subcontracts</i>. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR <a href="#">3.1004</a>(a) on the date of subcontract award and a performance period of more than 120 days.</p>
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	<p>(a) The Contractor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).</p> <p>(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.</p>
52.204-2	Security Requirements	<p>(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."</p> <p>(b) The Contractor shall comply with-</p> <p>(1) The Security Agreement <a href="#">DD Form 441</a>), including the <i>National Industrial Security Program Operating Manual</i> (32 CFR part 117); and</p> <p>(2) Any revisions to that manual, notice of which has been furnished to the Contractor.</p> <p>(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.</p> <p>(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.</p>
52.204-10	Reporting Executive Compensation and First- Tier Subcontract Awards	<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> <p>(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.</p> <p>(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.</p>

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	<p>(e) <i>Subcontracts</i>. Unless this is a contract for the acquisition of commercial products or commercial services, 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> <p>(1) Exceeds the threshold specified in FAR <a href="#">9.405-2</a>(b) on the date of subcontract award; and</p> <p>(2) Is not a subcontract for commercially available off-the-shelf items.</p>
52.219-8	Utilization of Small Business Concerns	<p>(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.</p> <p>(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.</p> <p>(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.</p> <p>(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at <a href="https://web.sba.gov/pro-net/search/dsp_dsbs.cfm">https://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a>. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.</p>
52.222-19	Child Labor – Cooperation with Authorities and Remedies	<p>If Seller is an international contractor, this clause to this Contract only if Work under the Contract will be performed in a Country not listed in Subparagraph (a) (1) – (4) or will be performed in a listed Country but is below the applicable dollar threshold for that Country.</p>
52.222-21	Prohibition of Segregated Facilities	<p>(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.</p> <p>(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p>

52.222-26	Equal Opportunity	<p>(11) 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.</p> <p>(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.</p>
52.222-35	Equal Opportunity for Veterans	<p>(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR <a href="#">22.1303</a>(a) on the date of subcontract award, 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.</p>
52.222-36	Affirmative Action for Workers with Disabilities	<p>(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) <a href="#">22.1408</a>(a) on the date of subcontract award, 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.</p>
52.222-40	Notification of Employee Rights Under National Labor Relations Act	<p>(f) Subcontracts. (1) 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.</p> <p>(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.</p> <p>(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.</p> <p>(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.</p>
52.222-41	Service Contract Act of 1965	<p>(1) <i>Subcontracts</i>. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.</p>

52.222-50	Combating Trafficking in Persons	<p>(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-</p> <p>(i) 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</p> <p>(ii) Has an estimated value that exceeds \$550,000.</p> <p>(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.</p>
52.222-54	Employment Eligibility Verification	<p>(e) <i>Subcontracts.</i> 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) 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</p> <p>(ii) Construction;</p> <p>(2) Has a value of more than \$3,500; and</p> <p>(3) Includes work performed in the United States.</p>
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	<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, as defined in Federal Acquisition Regulation <a href="#">2.101</a> on the date of subcontract award.</p>
52.244-6	Subcontracts for Commercial Items	<p>(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.</p>
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	<p>(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).</p>

**f. DFARS Clauses Incorporated by Reference.**

If the Prime Contract is a Department of Defense Contract, the following DFARS clauses are also incorporated by reference in the Contract and shall have the same force and effect as if set forth in full text. The SELLER hereby acknowledges that is has in its possession or is otherwise familiar with all of the referenced clauses incorporated herein and agrees to perform this Contract in accordance with the provisions of such referenced clauses and the other provisions of this Contract. The full text of the referenced clauses may be accessed electronically at various Internet sites, including <http://farsite.hill.af.mil>.

252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	<p>(a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.</p> <p>(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.</p>
252.223-7008	Prohibition of Hexavalent Chromium	<p>(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that—</p> <p>(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or</p> <p>(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.</p> <p>(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.</p> <p>(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial products or commercial services, that are for supplies, maintenance and repair services, or construction materials.</p>
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	<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 products, 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>

252.225-7039	Contractors Performing Private Security Functions	<p>(f) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts, including subcontracts for commercial products or commercial services, when private security functions will be performed outside the United States in areas of—</p> <p>(1) Contingency operations;</p> <p>(2) Combat operations, as designated by the Secretary of Defense;</p> <p>(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;</p> <p>(4) Peace operations, consistent with Joint Publication 3-07.3; or</p> <p>(5) Other military operations or military exercises, when designated by the Combatant Commander.</p>
252.227-7015	Technical Data— Commercial Items	<p>(e) <i>Applicability to subcontractors or suppliers</i>.</p> <p>(1) The Contractor shall recognize and protect the rights afforded its subcontractors and suppliers under 10 U.S.C. 3771-3775 and 10 U.S.C. 3781-3786.</p> <p>(2) Whenever any technical data related to commercial products or commercial services 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 products or commercial services, 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 product or commercial service that was developed exclusively at private expense, and the clause at <a href="#">252.227-7013</a> will govern the technical data pertaining to any portion of a commercial product or commercial service that was developed in any part at Government expense.</p>
252.227-7037	Validation of Restrictive Markings on Technical Data	<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 products or commercial services, with its subcontractors or suppliers at any tier requiring the delivery of technical data.</p>
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	<p>(b) The Contractor shall provide American steel producers, fabricators, and manufacturers the opportunity to compete when acquiring steel as a construction material (e.g., steel beams, rods, cables, plates).</p> <p>(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, including subcontracts for the acquisition of commercial products.</p>
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	<p>(c) <i>Subcontracts</i>. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties.</p>

252.237-7019	Training for Contractor Personnel Interacting with Detainees	(c) <i>Subcontracts</i> . The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial services, that may require subcontractor personnel to interact with detainees in the course of their duties.
252.246-7003	Notification of Potential Safety Issues	<p>(f) <i>Subcontracts</i>. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for—</p> <p>(i) Parts identified as critical safety items;</p> <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 products or commercial services, 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>
252.247-7023	Transportation of Supplies by Sea	<p>(h) If the Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies, but the contractor learns after the award of the contract that supplies will be transported by sea, the Contractor shall notify the Contracting Officer of that fact.</p> <p>(i) <i>Subcontracts</i>. In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial products, 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 (i), 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 (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.</p>

**g. CERTIFICATIONS AND REPRESENTATIONS:** This Subsection contains certifications and representations by Seller that are material representations of fact upon which Buyer will rely. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer or Seller. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

- i. Seller represents and warrants that the work provided under this Contract constitutes a “Commercial Item” as defined in FAR 2.101.
- ii. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$150,000).

**Definitions.** As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

**Prohibition.** The prohibition and exceptions contained in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

**Certification.** Seller hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

**Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Seller with respect to this contract, Seller shall complete and submit, with its offer, to Buyer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Seller need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

**Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 for each such failure.

- iii. FAR 52.209-5 -- Certification Regarding Responsibility Matters (APR 2010) (Applies to Contracts that exceed \$150,000)

The Seller certifies, to the best of its knowledge and belief, that --

- a. The Seller and/or any of its Principals --
  - (1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - (2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity, with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (4) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

A. Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (iii) The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

B. “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

### Revision History

Rev.	Date	DCC	Comments	Approved By
1	2-22-2019	N/A	Initial revision	Robert Chianese
2	1-23-2024	DCC0000118	Complete revision	Robert Chianese