

## Federal Acquisition Regulation (FAR) And Defense Far Supplement (DFARS) Flowdown Clauses

**Prime Contract #:** SPE4AX-21-D-9407

**DPAS Rating:** N/A

The listed FAR and DFARS clauses are incorporated herein as if set forth in full text unless the FAR or DFARS clause is made inapplicable to this Order due to a requirement or condition stated therein, or due to the nature of the work performed (for instance, FAR 52.246-2, "Inspection of Supplies - Fixed-Price" does not apply if the Order is solely for services). Supplier shall include the appropriate FAR and DFARS clauses as required in any lower-tier subcontract. For such flowdown clauses, the terms "Government," "Contractor" and "Contracting Officer" shall mean "Buyer," "Supplier" and "Buyer's Representative," respectively. However, there will be no substitution of "Government" where: 1) access to Supplier's confidential or proprietary cost data is required, or such access shall be reserved to the Government; or 2) the Government is acting in its sovereign capacity; or 3) the provision relates to intellectual property rights, termination rights or limitation of liability rights as between the parties.

If the version of the below FAR or DFARS Clause is stated as "Unknown," the most recent version of that FAR or DFARS Clause at the time of issuance of the above referenced Prime Contract shall apply.

Clause No.	Alternate	Version	Title
52.203-19	Basic	Jan 2017	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.
52.204-23	Basic	Jul 2018	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.
52.204-25	Basic	Aug 2019	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
52.222-50	Basic	Mar 2015	Combating Trafficking in Persons.
52.223-18	Basic	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving.
52.225-13	Basic	Jun 2008	Restrictions on Certain Foreign Purchases.
52.227-1	Basic	Dec 2007	Authorization and Consent.
52.227-2	Basic	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement.
52.203-6	Alt 1	Sep 2016	Restrictions on Subcontractor Sales to the Government.
52.203-13	Basic	Oct 2015	Contractor Code of Business Ethics and Conduct.
52.203-15	Basic	Jun 2010	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
52.204-21	Basic	Jun 2016	Basic Safeguarding of Covered Contractor Information Systems.
52.209-6	Basic	Oct 2015	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.222-21	Basic	Apr 2015	Prohibition of Segregated Facilities.
52.222-26	Basic	Sep 2016	Equal Opportunity.

52.222-35	Basic	Oct 2015	Equal Opportunity for Veterans.
52.222-36	Basic	Jul 2014	Equal Opportunity for Workers with Disabilities.
52.222-37	Basic	Feb 2016	Employment Reports on Veterans.
52.222-40	Basic	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act.
52.222-55	Basic	Dec 2015	Minimum Wages Under Executive Order 13658.
52.222-62	Basic	Jan 2017	Paid Sick Leave Under Executive Order 13706.
52.224-3	Basic	Jan 2017	Privacy Training.
52.232-40	Basic	Dec 2013	Providing Accelerated Payments to Small Business Subcontractors.
52.204-10	Basic	Oct 2016	Reporting Executive Compensation and First-Tier Subcontract Awards.
52.219-9	Basic	Jan 2017	Small Business Subcontracting Plan.
52.246-2	Basic	Aug 1996	Inspection of Supplies-Fixed-Price.
252.225-7009	Basic	Oct 2014	Restriction on Acquisition of Certain Articles Containing Specialty Metals.
252.225-7052	Basic	Apr 2019	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.
252.225-7001	Basic	Dec 2016	Buy American and Balance of Payments Program.
252.225-7012	Basic	Dec 2017	Preference for Certain Domestic Commodities.
252.215-7008	Basic	Jul 2019	Only One Offer.
252.203-7002	Basic	Sep 2013	Requirement to Inform Employees of Whistleblower Rights.
252.204-7000	Basic	Oct 2016	Disclosure of Information.
252.204-7012	Basic	Oct 2016	Safeguarding Covered Defense Information and Cyber Incident Reporting.
252.204-7015	Basic	May 2016	Notice of Authorized Disclosure of Information for Litigation Support.
252.215-7010	Basic	Jul 2019	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.
252.225-7048	Basic	Jun 2013	Export-Controlled Items.
252.244-7000	Basic	Jun 2013	Subcontracts for Commercial Items.
252.247-7023	Basic	Feb 2019	Transportation of Supplies by Sea.

**Other Prime Contract Requirements:**

- Supplier shall immediately notify ALA if it is no longer QSL certified prior to delivery
- Supplier represents and certifies that it is not cited on the list of parties excluded from Federal Procurement or Non-Procurement Programs (EPLS) website at <https://www.sam.gov/portal/public/SAM/>, within 24 hours prior to delivery of material.

**Exhibit B – Regulatory Flowdown Clauses for Commercial Items/Services Orders under a U.S. Government Contract**

<b>FAR Reference</b>	<b>Clause Title</b>
52.203-15	<b>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.</b>
52.203-16	<b>Preventing Personal Conflicts of Interest.</b>
52.203-18	<b>Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation</b>
52.203-19	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b>
52.204-7	<b>System for Award Management.</b>
52.204-9	<b>Personal Identity Verification of Contractor Personnel.</b>
52.204-10	<b>Reporting Executive Compensation and First-Tier Subcontract Awards.</b>
52.204-13	<b>System for Award Management Maintenance.</b>
52.204-19	<b>Incorporation by Reference of Representations and Certifications.</b>
52.204-21	<b>Basic Safeguarding of Covered Contractor Information Systems</b>
52.204-23	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b>
52.204-24	<b>Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.</b>
52.204-25	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all Solicitations and Contracts.</b>
52.204-26	<b>Covered Telecommunications Equipment or Services-Representation.</b>
52.216-7	<b>Allowable Cost and Payment</b>
52.219-9	<b>Small Business Subcontracting Plan.</b>
52.222-40	<b>Notification of Employee Rights Under the National Labor Relations Act.</b>
52.222-56	<b>Certification Regarding Trafficking in Persons Compliance Plan.</b>
52.223-1	<b>Biobased Product Certification.</b>
52.223-11	<b>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.</b>
52.223-12	<b>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.</b>
52.223-15	<b>Energy Efficiency in Energy-Consuming Products.</b>
<b>FAR Reference</b>	<b>Clause Title</b>
52.223-18	<b>Encouraging Contractor Policies to Ban Text Messaging While Driving.</b>

52.224-3	<b>Privacy Training.</b>
52.225-13	<b>Restrictions on Certain Foreign Purchases.</b>
52.232-40	<b>Providing Accelerated Payments to Small Business Subcontractors.</b>
52.244-6	<b>Subcontracts for Commercial Products and Commercial Services</b>
52.245-1	<p><b>Government Property or Alternate I</b></p> <p>NOTE: In the phrases "Government Property", "Government-furnished property", and in references to title to property, "Government" shall not mean "Buyer".</p> <p>The following is added as paragraph (n): "Contractor shall provide Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system". In the event of any of the aforementioned conditions Supplier shall immediately assume Full Risk of Loss for all loss or damage to Government property commencing on the day Supplier's property system approval was withdrawn or rescinded."</p>
52.246-26	<b>Reporting Nonconforming Items</b>

<b>DFARS Reference</b>	<b>Clause Title</b>
252.204-7000	<b>Disclosure of Information.</b>
252.204.7004	<b>Anti-Terrorism Awareness Training for Contractors</b>
252.204-7008	<b>Compliance with Safeguarding Covered Defense Information Controls.</b>
252.204-7009	<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>
252.204-7012	<b>Safeguarding Covered Defense Information and Cyber Incident Reporting</b>
252.204-7016	<b>Covered Defense Telecommunications Equipment or Services— Representation.</b>
252.204-7018	<b>Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.</b>
252.204-7021	<b>Contractor Compliance with the Cybersecurity Maturity Model Certification Requirement.</b>
252.204-7023	<b>Reporting Requirements for Contracted Services.</b>
252.223-7001	<b>Hazard Warning Labels.</b>
252.223-7002	<b>Safety Precautions for Ammunition and Explosives.</b>
252.223-7006	<b>Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous</b>
DFARS Reference	<b>Clause Title</b>
	<b>Materials.</b>
252.223-7008	<b>Prohibition of Hexavalent Chromium</b>
252.225-7001	<b>Buy American and Balance of Payments Program.</b>
252.225-7002	<b>Qualifying Country Sources as Subcontractors.</b>
252.225-7007	<b>Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.</b>

252.225-7008	<b>Restriction on Acquisition of Specialty Metals</b>
252.225-7009	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> NOTE: Exclude paragraphs (d) and (e)(1); paragraph (c)(6) is hereby deleted. NOTE: Upon Supplier notification of noncompliance with the terms of this clause and the provision of specific information related to the source of the noncompliance, Buyer will facilitate management of the allowance for up to 2% otherwise noncompliant specialty metal content in the end item. The 2% minimal content exception does not apply to and cannot be used to exempt specialty metals contained in high performance magnets.
252.225-7010	<b>Commercial Derivative Military Article—Specialty Metals Compliance Certificate.</b>
252.225-7012	<b>Preference for Certain Domestic Commodities</b>
252.225-7013	<b>Duty-Free Entry.</b>
252.225-7015	<b>Restriction on Acquisition of Hand or Measuring Tools</b>
252.225-7021	<b>Trade Agreements.</b>
252.225-7027	<b>Restriction on Contingent Fees for Foreign Military Sales.</b>
252.225-7028	<b>Exclusionary Policies and Practices of Foreign Governments.</b>
252.225-7030	<b>Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.</b>
252.225-7036	<b>Buy American—Free Trade Agreements—Balance of Payments Program.</b>
252.225-7048	<b>Export-Controlled Items.</b>
252.225-7052	<b>Restriction on Acquisition of Certain Magnets and Tungsten</b>
252.227-7015	<b>Technical Data--Commercial Items</b>
252.227-7037	<b>Validation of Restrictive Markings on Technical Data</b>
252.239-7004	<b>Orders for Facilities and Services.</b>
252.239-7007	<b>Cancellation or Termination of Orders.</b>
252.239-7010	<b>Cloud Computing Services</b>
252.239-7011	<b>Special Construction and Equipment Charges.</b>

<b>DFARS Reference</b>	<b>Clause Title</b>
252.239-7017	<b>Notice of Supply Chain Risk.</b>
252.239-7018	<b>Supply Chain Risk.</b>
252.244-7001	<b>Contractor Purchasing System Administration.</b>
252.246-7003	<b>Notification of Potential Safety Issues</b>
252.246-7007	<b>Contractor Counterfeit Electronic Part Detection and Avoidance System</b>
252.246-7008	<b>Sources of Electronic Parts</b>

252.247-7023

**Transportation of supplies by Sea**

NOTE: Paragraph (c), first sentence has been modified as to read "Supplier and its subcontractors may request that Buyer obtain Government authorization for shipment..." "45" is changed to "60" days in paragraph (d) and "30" to "20" in paragraph (e). In paragraph (e), delete "and the division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590." In paragraph

(g) "for the purposes of the Prompt Payment clause of this contract" is deleted.

NOTE: Supplier agrees to indemnify and hold Buyer harmless against any loss, damage or expense suffered by Buyer as a result of Supplier's failure to comply with the requirements of this clause.

**Salvatore Vastano**

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