

FAR/DFARS Flowdown Matrix for Item/Services Subcontracts

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FAR CLAUSE	Type	Title	High level desc.	Applicable Dollar Threshold	Required Flowdown
2.101	All	Definitions	Identifies the FAR definitions for application to terms in the contract.		No
52.202-1	All	Definitions	Identifies the FAR definitions and applicable dates for terms in the contract.	N/A	No
52.203-2	Both	Certificate of Independent Price Determination	Offeror certifies prices in offer arrived at independently without working with other offeror; prices will not be knowingly disclosed to other competitor; no attempt made to restrict competition. Signature means agree to above and can bind company.	SAT	No
52.203-3	Both	Gratuities	The right of the Contractor to proceed may be terminated by written notice if it is determined that the Contractor offered or gave a gratuity to Government personnel and intended to obtain a contract or favorable treatment as a result.	SAT	No

52.203-5	Both	Covenant Against Contingent Fees	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 bona fide employee or agency for breach of violation of this warranty.	SAT	No
52.203-6	All	Restrictions on Subcontractor Sales to the Government	Applies if over \$150,000. Prohibits restricting sales by subcontractors directly to the government of any item or process made or furnished by the subcontractor under the prime contract, except as otherwise authorized by law or regulation. This prohibition applies to the extent that doing so would result in the government being treated differently than any other prospective purchaser for the sale of commercial items.	\$150K	Yes
52.203-7	Commercial	Anti-kickback procedures	Must have procedures that prohibit employees from: (1) providing or offering to provide any kickbacks; (2) soliciting, accepting or attempting to accept any kickback.	\$150K	Mandatory flowdown if in in the prime contract (except for subparagraph (c)((1) of the clause)
52.203-10		Price or Fee Adjustment for Illegal or Improper Activity	Government may reduce the price of a fixed price or cost performance contract if head of the contracting activity determines that there was a violation of Subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act.	SAT	No
52.203-11		Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Cert. that no Federal funds paid to anyone to influence any Federal officer/employee in connection with awarding any Federal contract/grant/loan etc. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities. 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, and not more than \$100,000, for each such failure	\$150K	No

52.203-12	Commercial	Limitation on Payments to Influence Certain Federal Transactions	Applies if over \$150,000. Sets forth the prohibitions outlined in 31 U.S.C. 1352, and associated exceptions, disclosure requirements and penalties for non-compliance. Specifically, a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any covered Federal actions.	\$150K	Yes
52.203-13	Commercial	Contractor Code of Business Ethics and Conduct	Applies if over \$5,000,000. Requires the contractor to design and implement a comprehensive ethics and code of conduct program.	\$5.5M and a performance period more than 120 days	Yes
52.203-14	Non-commercial	Display of Hotline Poster(s)	During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and Any DHS fraud hotline poster subsequently identified by the Contracting Officer. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed	\$5.5M and a performance period more than 120 days	Yes
52.203-15	Both	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Mandates protection for whistleblowers under the contracts funded by the funds appropriated for the American Recovery and Reinvestment Act.	All	Only for subcontracts funded by ARRA
52.203-16	Both	Preventing Personal Conflicts of Interest	Provides that contractor shall have procedures in place for screening and preventing personal conflicts of interest by "covered employees".	\$150K	Yes (but only for subcontracts that contain a task that involves performance of acquisition functions closely associated with inherently Government functions)
52.203-17	Non-commercial	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	Requires Contractors to inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation	\$150K	Yes

52.203-18	Both	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation	Prohibits the Government from funding a contract with an entity that requires employees or subcontracts to sign internal confidentiality agreements or statements restricting them from lawfully reporting waste, fraud or abuse to a designated law enforcement representative of a Federal department or agency. Clause includes a representation by the Contractor that it will not require its employees or subcontractors to sign such a document.	All (if included by the KO)	Not mandatory flowdown
52.203-19	Commercial	Prohibition on requiring certain internal confidentiality agreements or statements	The contractor may not have internal confidentiality agreements that prohibit its employees from reporting fraud, waste and abuse under government contracts.	All	Yes
52.204-2	Commercial	Security Requirements	Applies to any subcontract that requires access to classified information.	All	Only if subcontract requires access to classified information.
52.204-5		Women-Owned Business (Other Than Small Business)	Representation. The offeror represents that it is / is not a women-owned business concern." Definition: a concern at least 51% owned by 1 or more women or if public that 51% of stock is owned by 1 or more women with mgt. & daily ops controlled by women.	SAT	No
52.204-9	Commercial	Personal Identity Verification of Contractor Personnel	Applies to all subcontracts where the subcontractor personnel may have access to a controlled Federal facility.	All	Only if subcontractor will have routine physical access to a controlled federal facility.

52.204-10	Commercial	Reporting Executive Compensation and First Tier Subcontract Awards	<p>Applies to first tier subcontracts over \$30,000 whose primary business (more than 80%) is government contracts with revenues exceeding \$25M). As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year.</p> <p>[Notably, however, the provisions of this clause related to subcontractor executive compensation do not apply to Contractor unless over 80% of its gross revenues are from Federal contracts and those revenues exceed \$25M. Contractor can accept the clause (as mandatory), but are not</p>	\$30K	Yes
52.204-21	Commercial	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)	This clause applies if the government or prime contractor is providing to the subcontractor "covered" information, e.g., ITAR-controlled technical data, confidential data, etc., and requires the subcontractor to maintain a system sufficient to store this data.	\$150K	Yes, if subcontractor has access to "covered" information.
52.204-23	Both	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	The Contractor is prohibited from providing any hardware, software or service that is in anyway related to Kaspersky Lab (including any successors, affiliates, or under the control of).	All	Yes
52.204-24	Both	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	The Offeror represents that—(1) It <input type="checkbox"/> will, <input type="checkbox"/> will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—It <input type="checkbox"/> does, <input type="checkbox"/> does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section	All	Yes

52.204-25	Both	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. Further, the contractor is prohibited from using any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This includes: telecommunications equipment and/or video surveillance equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities	All	Yes (except the "use" requirement in (b)(2) is not part of the mandatory flowdown, i.e., subcontracts can use covered telecommunications equipment at their own facility).
52.204-26		Covered Telecommunications Equipment or Services-Representation.	The contractor has conducted a "reasonable inquiry" to determine that it does not use covered telecommunications (i.e., Huawei, ZTE, etc.) equipment as part of its performance nor provide such equipment to the government.	All	No
52.204-27		Prohibition on a ByteDance Covered Application.	The No TikTok on Government Devices Act prohibits the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors.	All	Yes
52.208-8		Required Sources for Helium and Helium Usage Data	Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available. Clause requires reporting of specified data within 10 days of receipt of a helium delivery.	All	Yes (if applicable)

52.209-2		Prohibition on Contracting with Inverted Domestic Corporations-- Representation	By submission of its offer, the offeror represents it is not an inverted domestic corporation and is not a subsidiary of one.	All	No
52.209-5		Certification Regarding Responsibility Matters	The Offeror certifies to the best of its knowledge and belief it is not debarred, suspended etc.	SAT	No
52.209-6	Non-Commercial	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	The Contractor shall not enter into any subcontract in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so. The Contractor shall require each proposed subcontractor 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	\$35K	Yes, but only for non-commercial item contracts (not mandatory for commercial item contracts).
52.209-7		Information Regarding Responsibility Matters	If the Offerer has current active Federal contracts and grants with a total value greater than \$10,000,000, the Offerer represents, by submission of their offer, that certain information it has entered into the Federal Awardee Performance and Integrity Information System (FAPIIS), by maintaining an active registraton in the System for Award Management database, is current, accurate and complete as of date of offer submission with regards to the following dispositions: been subject to a criminal (conviction), civil (findings of fault), or administrative (findings of fault) proceeding.	\$500K	No
52.209-10		Prohibition on Contracting with Inverted Domestic Corporations	If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause. Exceptions to this prohibition listed in 9.108-2. In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.	All	No

52.209-11		Representation by corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	Contractors pursuing any DoD, NASA, or GSA contract must represent whether they have any unpaid federal tax liability that is not being timely paid pursuant to an agreement with a taxing authority. In addition to reporting tax delinquency, the contractor must also represent whether it has been convicted of a felony criminal violation under federal law within the previous two years. If a contractor reports any information regarding delinquent taxes or a felony conviction, the contracting officer must request additional information and notify the agency official responsible for suspension and debarment proceedings. The agency may not contract with the reporting entity unless the agency suspending or debarment official determines that suspension or debarment is not necessary to protect the Government's interests.	All	No
52.209-12		Certification Regarding Tax Matters	Prohibits contracting with or awarding grants in excess of \$5 million to a contractor or grantee unless such contractor or grantor certifies compliance with tax return requirements and has not been convicted of a criminal tax offense.	\$5M (not for DoD Contracts)	No
52.209-13	Non-commercial	Violation of Arms Control Treaties or Agreements-Certification.	The offeror certifies that neither it nor any entity owned or controlled by it, will not and has not engaged and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state.	SAT (except commercial products)	No
52.211-5	Non-commercial	Material Requirements	Definitions of New, Reconditioned, Recovered Material, Remanufactured, and Virgin Material. Unless contract requires Virgin Material or Supplies, contractor shall provide supplies that are New, Reconditioned or Remanufactured.	All	No
52.211-15		Defense Priority and Allocation Requirements	This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System (DPAS) regulation.	All	No (although, Prime will likely require it for contract performance if the subcontractor is providing items required for contract performance)

52.212-4	Commercial	Contract Terms and Conditions - Commercial Items	This clause is not mandatory for the subcontractor. Generally, the terms and conditions contained in this clause are covered by other clauses already incorporated or issues that should be separately negotiated between the parties (e.g., termination for convenience, patent indemnity, warranty provisions, etc.).	All	No
52.212-5	Non-commercial	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items	This clause is mandatory in certain prime contracts and requires the prime contractor to comply with certain applicable executive orders related to government contracts.	All	No.
52.214-26		Audit and Records-Sealed Bidding	Allows the Contracting Officer, Comptroller General or an authorized representative of either party to examine and audit the Contractor's records (books, documents, accounting procedures/practices, other data in any form) if the contractor was required to submit certified cost or pricing data.	Certified cost/pricing threshold	Yes (if applicable value)
52.214-27		Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding	Provides for a reduction to the contract price in the event the Contractor or Subcontractor submitted pricing data that were not current, accurate and complete and such submission resulted in a significant increase to the negotiated price.	Certified cost/pricing threshold	Yes (if applicable value)
52.214-28		Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding	The Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), as part of the subcontractor's proposal in accordance with FAR 15.408, Table 15-2.	Certified cost/pricing threshold	Yes (if applicable value)
52.215-2	Non-commercial	Audit and Records-Negotiation	Applicable to all contracts greater than the simplified acquisition threshold, acquisitions of utility services at rates exceeding those established to apply uniformly to the general public, plus any applicable reasonable connection charge; or non-commercial items. Defines records. If contract is cost reimbursable, incentive, T&M, labor-hour, price redeterminable, or certified cost & pricing data required, then must have records/ reports available until 3 years after final payment or termination.	\$150K	Yes, for Subcontracts that are cost-reimbursement (including incentive, time-and-materials, labor-hour, or price-redeterminable type); OR (2) Certified cost or pricing data are <u>required</u> .

52.215-10	Non-commercial	Price Reduction for Defective Certified Cost or Pricing Data	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 of identified factors, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.	\$2M	No
52.215-11	Non-commercial	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because of identified factors, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.	\$2M	No
52.215-12	Non-commercial	Subcontractor Certified Cost or Pricing Data	Before awarding any subcontract expected to exceed \$2M, on the date of agreement on price or the date of award, whichever is later; or before pricing a subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data, contractor shall require the subcontractor to submit certified cost or pricing data, unless an exception under FAR 15.403-1 applies, and to certify in substantially the same form prescribed in FAR15.406-2.	\$2M	Yes. For all subcontracts that require the submission of certified cost or pricing data.
52.215-13	Non-commercial	Subcontractor Certified Cost or Pricing Data-Modifications	Requirements of paragraph. (b) and (c) 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 at FAR 15.403-4, and be limited to such modifications.	\$2M	Yes. For subcontracts that require the submission of certified cost or pricing data.
52.215-14	Non-commercial	Integrity of Unit Prices	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. Not applicable to commercial item procurements or service contracts where supplies are not required.	\$150K	Yes (if applicable)
52.215-15	Non-commercial - CAS covered	Pension Adjustments and Asset Reversions	Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined benefit pension plan or otherwise recapture such pension fund assets. This clause only applies if under this contract certified cost or pricing data is required or pre-award or post-award cost determinations are subject to FAR subpart 31.2.	\$2M	Yes (if applicable)

52.215-16	Non-commercial - CAS covered	Facilities Capital Cost of Money	Will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph. 31.205-10(a)(2) are met. Contractor must propose to be allowable, otherwise the contract will include Facilities Capital Cost of Money Waiver.	All	No
52.215-17	Non-commercial - CAS covered	Waiver of Facilities Capital Cost of Money	The contractor did not include facilities capital cost of money as a proposed cost in this contract, therefore it is an unallowable cost under this contract.	All	No
52.215-18	Non-commercial (CAS covered)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. This clause only applies if under this contract certified cost or pricing data is required or pre-award or post-award cost determinations will be subject to Part 31.	\$2M	Yes (if applicable)
52.215-19	Non-commercial	Notification of Ownership Changes	Contractor becomes aware that a change in its ownership has occurred , also notify the Administrative Contracting Officer within 30 days whenever changes to asset valuation.	\$2M	Yes (if applicable)
52.215-20	Commercial	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	Provides procedures for when the contractor must disclose its cost/pricing data for the items at issue. Exceptions from cost or pricing data, identification of the law or regulations establishing the price offered, commercial item exception, requirement for cost or pricing data. Lists exceptions from providing cost & pricing data and lists requirements for cost & pricing data. Contracting Officer may examine books.	\$2M	No
52.215-21	Commercial	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	Exceptions from cost or pricing data, identification of the law or regulations establishing the price offered on, commercial item exception.	\$2M	No

52.215-22	Non-commercial	Limitations on Pass-Through Charges - Identification of Subcontract Effort	Applicable to solicitations that include FAR 52.215-23. Requires identification of total cost of the work to be performed by offerer and each subcontractor and defined elements if subcontract work is more than 70% of the total cost of the work.	All if 52.215-23 applies	Yes, for cost-reimbursement contracts or fixed price subcontracts that require the submission of certified cost or pricing data
52.215-23	Non-commercial	Limitations on Pass-Through Charges	Requires reporting if amount of subcontracted effort after award by either the Contractor or a Subcontractor changes to exceed 70% of total cost of work.	Non-DoD: \$150K DoD: \$2M	Yes, for cost-reimbursement contracts or fixed price subcontracts that require the submission of certified cost or pricing data
52.216-5		Price Redetermination-Prospective	Unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause, except.....(1) the prices for supplies delivered and services performed before the first effective date of the price redetermined shall remain fixed (2) in no event shall the total amount paid under this contract exceed any ceiling price included in the contract.	All	No
52.216-6		Price Redetermination-Retroactive	The unit price and the total price stated in this contract shall be redetermined in accordance with this clause, but in no event shall the total amount paid under this contract exceed _____ (insert ceiling price), definition, data submission, price determination, contract modification, adjusting billing prices, quarterly limitation on payments statement, subcontracts, disagreements, termination.	Less than SAT	No
52.216-7	Non-commercial	Allowable Cost and Payment	Applicable in non-commercial item, cost-reimbursement or T&M contracts. Payment made not more than every two weeks per Contracting Officer FAR 31.2, (b) defines "costs" for the purpose of reimbursing allowable costs, (c) small businesses may receive payment more frequently than every 2 weeks, (d) Final Indirect Rates FAR 42.7, (e) Billing Rates (annual) (f) Quick closeout, 42.708(a), (g) At any time before final payment, CO has the right to audit invoices, (h) Final Payment (1) Completion Invoice IAW (d)(4), (a)(I) Assignment, (2)(ii) Release (B) Claims (within 6 years) (C) Reimbursement of reasonable incidentals under Patent Clause.	All	No

52.216-8		Fixed Fee	Government shall pay the contractor for performing this contract the fixed fee specified in the schedule provided that after payment of 85% of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve (NTE 15% or 100,000) is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest.	All	No
52.216-10		Incentive Fee	General, target cost/target fee, withholding of payment, equitable adjustments, fee payable, contract modification, inconsistencies.	All	No
52.216-11		Cost Contract-No Fee	Government shall not pay the contractor a fee for performing this contract.	All	No
52.216-12		Cost-Sharing Contract-No Fee	Government shall not pay the contractor a fee for performing this contract.	All	No
52.216-16		Incentive Price Revision-Firm Target	Used in Fixed Price Incentive contracts. Definition, data submission, price revision, contract modification, adjusting billing prices, quarterly limitation on payments statement, subcontracts, disagreements, termination, equitable adjustment under other clauses, exclusion from target price and total final price, separate reimbursement, taxes.	All	No
52.216-17		Incentive Price Revision-Successive Targets	Contractor must submit data to the government for establishing the firm fixed price or a final profit adjustment formula, including submitting data for final price revision, contract modification, adjustment of billing prices, quarterly limitations on payments statement, subcontracts, disagreements, termination, equitable adjustments under other clauses, exclusion from target price and total final price, separate reimbursement, taxes.	All	No

52.219-8	Commercial	Utilization of Small Business Concerns	U.S. policy to use Small Business/Small Disadvantaged Business, veteran-owned, HUBZone & women owned businesses to the maximum extent unless a personal services is contemplated or contract (and subcontracts) will be performed outside the US. Prime must ensure timely payment. Contractor agrees to carry out policy in awarding subcontracts to fullest extent consistent with efficient contract performance. Will cooperate in studies/surveys to determine compliance.	\$150K	Only if Contractor has subcontractors or can provide subcontracting opportunities.
52.219-9	Commercial	Small Business Subcontracting Plan	Applies if the subcontract is over \$700,000 and requires the contractor to design and implement a small business subcontracting plan per the requirements in the FAR, including subcontracting with small disadvantaged businesses, veteran-owned, HUBZone and women-owned business concerns.	\$700K	Yes, if applicable.
52.219-16		Liquidated Damages-Subcontracting Plan	If at contract completion, contractor has failed to meet subcontracting goals and Contracting Officer decides contractor failed to make a good faith effort, contractor shall pay Government liquidated damages in an amount stated (actual amount by which contractor failed goal).	\$650K	No
52.222-1		Notice to the Government of Labor Disputes	Contractor to notify Government if actual or potential labor dispute is delaying or threatens to delay timely performance of this contract.	All	No
52.222-2		Payment for Overtime Premiums	The use of overtime is authorized if the overtime premium does not exceed 0 or if work meets certain requirements listed. Any overtime work that exceeds the amount specified shall include all estimated overtime and meet listed requirements.	SAT	No

52.222-4	Non-commercial	Contract Work Hours and Safety Standards Act-Overtime Compensation	Insert clause in solicitations and contracts when the contract may require or involve the employment of laborers or mechanics. Do not include the clause in solicitations and contracts valued at \$150,000 or less, commercial items, transportation or transmission of intelligence, to be performed outside US, for supplies that include incidental services not requiring laborers. No Contractor or Subcontractor employing laborers or mechanics shall require or permit work week over 40 hours unless compensated at not less than 1.5 times base	\$150K	Yes (if applicable)
52.222-17	Commercial	Nondisplacement of qualified workers	Applies to service contracts that succeed contracts for performance of the same or similar work at the same location and that are not exempt/waived under 22.1203-2 or 22.1203-3. The contractor and its subcontractors shall offer those service employees employed under the predecessor contract whose current employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal under this contract in positions for which the service employees are qualified.	\$150K	Yes (if applicable)
52.222-20		Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000	a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. 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 (41 U.S.C. 6508).	\$15K	Yes
52.222-21	Commercial	Prohibition of Segregated Facilities	The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities	All	Yes
52.222-22		Previous Contracts and Compliance Reports	Offeror represents it has/has not participated in previous contract or subcontract subject either to Equal Opportunity clause of this solicitation, clause contained in Sec. 310 of Exec. Order No. 10925, or Sec 201 of Executive Order No. 11114; It has/has not filed required compliance reports.	All	Yes (all subcontracts over \$10K)

52.222-24		Preaward On-Site Equal Opportunity Compliance Evaluation	If a contract in the amount of \$10,000,000 or more will result, the prospective contractor and its known first tier subcontractors with anticipated subcontractors of \$10,000,000 or more shall be subject to preaward compliance evaluation by OFCCP.	over \$10M	Yes (applicable to first tier subs over \$10M)
52.222-25	Commercial	Affirmative Action Compliance	Requires the implementation of an affirmative action plan.	All	Yes
52.222.26	Commercial	Equal Opportunity	The contractor shall have an affirmative action program that ensures employees are discriminated against. Contractor must post notices regarding equal treatment.	All	Yes
52.222-35	Commercial	Equal Opportunity for Veterans	The contractor must comply with Equal Employment Opportunity requirements.	\$150K	Yes
52.222-36	Commercial	Affirmative Action for Workers with Disabilities	The contractor must comply with Equal Employment Opportunity requirements.	All	Yes
52.222-37	Commercial	Employment Reports on Veterans	The contractor will provide employment reports on veterans to the U.S. Department of Labor via VETS-4212 form (http://www.dol.gov/vets/vets4212.htm) by September 30 each year.	\$150K	Yes

52.222-38	Non-commercial	Compliance with Veteran's Employment Reporting Requirements	By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-4212 Report required by that clause.	SAT (and not for commercial items)	Yes (if over \$100K)
52.222-40	Commercial	Notification of Employee Rights Under the National Labor Relations Act	During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the national Labor Relations Act	\$150K	Yes
52.222-41	Commercial	Service Contract Labor Standards	Requires the contractor to pay certain designated "service employees" a minimum wage as determined by the federal government (service contract act).	\$2500K	Yes, except for commercial services as defined by FAR 22.1003-4
52.222-50	Commercial	Combating Trafficking in Persons	Contractor may not engage in human trafficking, as defined by the FAR, including working with companies that violate the rule. The contractor must notify its employees and agents of the U.S. government policy against human trafficking and consequences of a violation.	All	Yes
52.222-51	Commercial	Exemption From Application Of The Service Contract Labor Standards To Contracts For Maintenance, Calibration, Or Repair Of Certain Equipment--Requirements	Used in solicitations that include the provision at 52.222-48, and resulting contracts in which the contracting officer has determined, in accordance with FAR 22.1003-4(c)(3), that the Service Contract Act does <u>not</u> apply. Sets forth requirement for regular sales to non-USG, at prices from, or based on, established catalog or market prices, and specific criteria for hours worked by service employees, and wages/benefits paid.	All	Yes, if applicable.
52.222-53	Commercial	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements.	Required in solicitations including 52.222-52, and resulting contracts in which contracting officer has determined, in accordance with FAR 22.1003-4(d)(3), that the Service Contract Act does not apply. Provides for exemption from Service Contract act where Contractor has regular sales to non-USG, at prices from, or based on, established catalog or market prices, and criteria for hours worked by service employees, and wages/benefits paid.	All	Yes, if applicable.

52.222-54	Commercial	Employment Eligibility Verification	If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award and Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section)	\$150K	Yes (except for COTS items)
52.222-55	Commercial	Min wages under executive order 13658 (Dec 2015)	Contractor must pay its workers the minimum hourly wage for government contractors, which is \$10.35/hour.	All	Yes for contracts covered by EO 13658
52.222-59	Commercial	Compliance with Labor Laws	The subcontractor must provide information related to any labor law violations.	\$500K and is for other than COTS	No
52.222-60	Commercial	Paycheck Transparency	Applies if over \$500,000. This clause identifies the basics of what should be included in an employee wage statement, including hours, overtime, rate of pay, etc.		No
52.222-62	Commercial	Paid sick leave under executive order 13706 (Jan 2017)	The contractor shall provide its workers paid sick leave of not less than 1 hour of paid sick leave for each 30 hours worked up to a "cap" of 56 hrs/year. This clause also contains numerous recordkeeping requirements.	All	Yes
52.223-3	Commercial	Hazardous Material Identification and Material Safety Data	Applies only if Contractor has hazardous material as defined by Federal Standard No. 313 (e.g., OSHA). If so, the hazardous material must be properly identified and handled in accordance with applicable law.	All	Yes

52.223-6		Drug-Free Workplace	Used in all solicitations and contracts, except as provided in 23.501; Within 30 days, contractor required to publish notification to employees, establish a Drug-free awareness program, make a good faith effort to maintain a drug-free workplace, and other related actions	SAT	No
52.223-7	Commercial	Notice of Radioactive Materials	Applies only if we have, are working-on, or will be delivering radioactive materials that require a license pursuant to the Atomic Energy Act.	All	Yes
52.223-11	Commercial	Ozone-Depleting Substances	Contractor must label products that contain Ozone depleting substances.	All	No
52.223-18	Commercial	Encouraging Contractor Policies to Ban Text Messaging While Driving	Contractor to implement policy to reduce/ban text messaging while driving.	All	Yes
52.223-99 (revoked per EO 14099 - 5-9-23)		revoked	Revoked.	N/A	N/A
52.224-2		Privacy Act	Used when the design, development, or operation of a system of records on individuals is required to accomplish an agency function: Requires compliance with the Privacy Act of 1974 and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function.	All	Yes (if applicable)

52.224-3	Commercial	Privacy Training (Jan 2017)	Applies if Contractor receives information from an agency that is a system of records or contains personally identifiable information. If so, we must have a system for maintaining the privacy of those records and conduct training for our employees who access/maintain those records.	All	Yes
52.225-1	Commercial	Buy American Act – Supplies	Provides for a preference for domestic end products (calculated per the standards of the Buy American Act). If, however, the "end product" is a COTS item as defined by the regulation, then this does not apply.	\$25K	No
52.225-2	Commercial	Buy American Act – Supplies	Only if solicitation requires 225-1 above be complied with; analysis is same though, we can't certify our assembled products are domestic made if more than 50% in cost of BOM items is not itself manufactured in the U.S. and our products are not COTS	\$25K	No
52.225-5	Commercial	Trade Agreements	Implements the Trade Agreements Act (19 U.S.C. 2501) and Free Trade Agreements by restricting the acquisition of end products that are not made in the U.S. or a designated country. Applies if the acquisition is covered by the WTO GPA (see FAR subpart 25.4) and the agency has determined that the restrictions of the Buy American Act are not applicable.	\$191K	No
52.225-8		Duty-Free Entry	Used for supplies that may be imported into the US and for which duty-free entry may be obtained in accordance with FAR 25.903(a). Except as otherwise approved by the KO, prohibits contract price from including any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.	\$150K	Only if supplies identified in the Schedule to be accorded duty-free entry will be imported into the US customs territory or if other foreign supplies in excess of \$15K may be imported into the US customs territory.

52.225-13	Commercial	Restrictions on Certain Foreign Purchases	Contractor must comply with the OFAC regulations (sanctions and embargoes against certain countries/entities, e.g., North Korea, Iran, Cuba, etc.) and Contractor must not conduct business with persons identified on OFAC's specially designated nationals (SDN) list. Generally, prohibits the prime contractor from acquiring, for use in the performance of the prime 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 U.S. jurisdiction.	All	Yes
52.225-20		Prohibition on Conducting Restricted Business Operations in Sudan - Certification	Required in all solicitations for the acquisition of products or services (other than commercial items procured under Part 12). The offeror certifies, by the submission of its offer, that it does not conduct any restricted operations in Sudan.	All	No
52.225-25		Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications	The offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies. The offeror certifies that the offeror and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3.5K with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 USC 1701 et seq.).	All	No
52.225-26	Commercial	Contractors Performing Private Security Functions Outside the U.S.	Applicable to DoD contracts for performance in an area of contingency operation outside the US; OR any contract for performance in an area of combat operation, or other significant military operations.	All	Only if applicable.

52.227-1	Non-commercial	Authorization and Consent	Government authorizes and consents to all use and manufacture of any invention described in and covered by a U.S. patent embodied in the structure or composition of any article accepted as a deliverable by the USG under this contract; or used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance.	\$150K	Only if applicable.
52.227-2	Non-commercial	Notice and Assistance Regarding Patent and Copyright Infringement	Used in solicitations and contracts that include the clause at 52.227-1, Authorization and Consent. Contractor shall report to Contracting Officer promptly and in reasonably written detail each notice or claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge. Contractor shall furnish to the USG all evidence and information in the Contractor's possession pertaining to such claim or suit.	\$150K	Only if applicable.
52.227-6		Royalty Information	When a response to a solicitation contains costs/charges for royalties totaling more than \$250, information listed in this clause must be provided for each separate item of royalty or license fee. The contractor must furnish, upon request by the contracting officer, a copy of the current license agreement and indemnification of claims.	Royalties greater than \$250.	
52.227-9	Non-commercial	Refund of Royalties	Used in negotiated fixed-price solicitations and contracts when royalties may be paid under the contract.	Royalties greater than \$250.	Only if subcontract price includes royalties over \$250.
52.227-10	Non-commercial	Filing of Patent Applications-Classified Subject Matter	Use in all solicitations and contracts where the work reasonably might result in a patent application containing classified subject matter. Before filing a patent application disclosing classified subject matter, the contractor shall furnish to the Contracting Officer a copy, if no comment from Contracting Officer within 30 days it may be filed.	All	Only if subcontract likely to involve classified information

52.227-11	Non-commercial	Patent Rights—Ownership by the Contractor	Required in all solicitations and contracts for experimental, developmental, or research work, unless an alternative patent rights clause is used. Defines: invention, made, non profit organization, practical application, small business firm, subject invention. Establishes rights and obligations of the Government and Contractor regarding Patent Rights. Contractor may retain the ownership of each subject invention throughout the world in accordance with the provision of this clause. Contractor retains a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified . Requires Disclosure within 2 months of contractor knowledge.	All	Only if subcontract is for experimental, developmental, or research work. Does NOT apply to DoD, DOE or NASA contracts.
52.227-13	Non-commercial	Patent Rights-Acquisition by the Government	For contracts for experimental, developmental, or research work.	All	Only if subcontract is for experimental, developmental or research work. Does NOT apply to DoD, DOE or NASA contracts.
52.227-14	Both	Rights in Data-General	Used if it is contemplated that data will be produced, furnished, or acquired under the contract, unless exceptions under FAR 27.409 apply. Clause defines: computer software, data, form fit and function data, limited rights, limited rights data, restricted computer software, restricted rights, technical data, unlimited rights. Government has unlimited rights in: Data first produced on contract; Form, fit & function data delivered; Manuals/training material delivered (except restricted software) for installation	All	No. Note: Prime is required to obtain from its subcontractors all data and rights therein necessary to fulfill its obligations under this clause. Does NOT apply to DoD contracts.
52.227-19	Commercial	Commercial Computer Software License	Identifies licensing rights for certain commercial software delivered under the contract.	All	No
52.228-3		Workers' Compensation Insurance (Defense Base Act)	Contractor shall establish provisions to provide, before commencing performance, such workers compensation insurance or as a self insurer under the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and continue to maintain it until contract performance is completed. Specific required forms and timeframes are now included.	All	Yes (if applicable)

52.228-4		Workers' Compensation and War-Hazard Insurance Overseas	This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C.. 1651, et seq.).	All	Yes (if applicable)
52.228-5	Non-commercial	Insurance-Work on a Government Installation	Contractor shall, at its own expense, provide/maintain minimum amount of insurance required in schedule or contract. Contractor shall notify Contracting Officer that this insurance obtained. Must have endorsement that adverse effects from changes that are not effective for such period as the laws of the state applies or 30 days after notice to Contracting Officer.	\$150K	Only if this clause exists in Prime contract and only then in subcontracts that require work on a Government installation.
52.229-3		Federal, State, and Local Taxes	Applicable if contract is to be performed (wholly or partially) in the US; is fixed-price; and exceeds the simplified acquisition threshold. This clause includes all applicable taxes & duties in the contract price and adjusts the contract price for additional or relief from taxes that exceeds \$250. Contractor shall notify Contracting Officer on all taxes which may alter contract price. Govt. shall furnish exemption when requested & basis for request shown.	SAT	No
52.229-4		Federal, State, and Local Taxes (State and Local Adjustments)	Applicable if contract is to be performed (wholly or partially) in the US; is fixed-price; exceeds the simplified acquisition threshold; and is noncompetitive, if the price would otherwise include an inappropriate contingency for potential postaward changes in State or local tax. This clause includes all applicable Federal/State/Local taxes & duties in the contract price and provides for a contract adjustments for any after-imposed or after-relieved tax per clause requirements, but only if the adjustment >\$250. Contractor shall notify Contracting Officer of any matters that may increase/decrease contract price. Govt. shall furnish exemption when requested & basis for request shown.	SAT	No

52.229-6		Taxes-Foreign Fixed-Price Contracts	Applicable if contract exceeds simplified acquisition threshold; is fixed-price; and to be performed wholly or partly in a foreign country (unless the contract will be with a foreign government). To the extent that this contract provides for furnishing supplies or performing services outside the U.S., its possessions and Puerto Rico, this clause applies in lieu of any federal, state, and local taxes clause of the contract. Unless otherwise provided, the contract price includes all applicable taxes and duties except those that the US and foreign governments have agreed are not applicable, and provides for contract adjustment for any after-imposed requirements or relief (> \$250). Contractor shall take all reasonable action to obtain exemption or refund for taxes/duties the US Gov. is exempt from. Contractor shall notify CO of any matters that may increase/decrease contract price.	SAT	No
52.229-7		Taxes-Fixed-Price Contracts with Foreign Governments	Applicable when the contract exceeds the simplified acquisition threshold and the contract is fixed-price with a foreign government. The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the U.S. and the foreign government contractor have agreed not to apply. If after the contract date any tax/duty is deemed not to apply to US, the contract price shall be reduced accordingly, if the adjustment is > \$250.	SAT	No
52.229-8		Taxes-Foreign Cost-Reimbursement Contracts	This clause makes unallowable any tax or duty from which the U.S. Government is exempt by agreement with the Government the foreign country in which the contract will be performed, in whole or in part.	All	No
52.229-9		Taxes-Cost-Reimbursement Contracts with Foreign Governments	This clause makes unallowable any tax or duty from which the U.S. Government is exempt by agreement with the Government the foreign country in which the contract will be performed, in whole or in part.	All	No.
52.229-10		State of New Mexico Gross Receipts and Compensating Tax	This clause set forth the rules and process for reimbursement of New Mexico Gross Receipts Tax (NMGRT).	All	Yes if: (1) cost-type contract; (2) requires contractor to acquire tangible personal property; and (3) contract requires services performed in New Mexico.

52.230-2	Non-commercial	Cost Accounting Standards (CAS)	Requires the Contractor to disclose cost accounting practices, consistently use cost accounting practices and comply with all CAS.	\$7.5M triggering contract and \$2M after	Only if subject to CAS
52.230-3	Non-commercial	Disclosure and Consistency of Cost Accounting Practices	Applicable to all solicitations and contracts subject to CAS greater than \$2M, but less than \$50,000,000. Requires the contractor to disclose and consistently follow established cost accounting practices.	\$2M, but less than \$50 million	Only if subject to CAS
52.230-4	Non-commercial	Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns	Applies to all negotiated contracts with foreign concerns, unless exempt from CAS. Foreign concerns do not include foreign governments or their agents or instrumentalities. Requires the contractor to disclose actual cost accounting practices and to follow consistently its disclosed and established cost accounting practices. If the Parties fail to agree that the contractor has complied with the applicable CAS rule or regulation, this will constitute a dispute under (41 U.S.C. chapter 1) Contract Disputes.	\$7.5M triggering contract and \$2M after	Only if subject to CAS
52.230-5	Non-commercial	Cost Accounting Standards - Educational Institution	Applies to negotiated contracts awarded to educational institutions, unless exempted. Requires the contractor to comply to disclose actual cost accounting practices and to follow consistently its disclosed and established cost accounting practices.	\$7.5M triggering contract and \$2M after	Only if subject to CAS
52.230-6	Non-commercial	Administration of Cost Accounting Standards	This clause applicable in contracts containing 52.230-2, 52.230-3, 52.230-4, or 52.230-5. This clause specifies rules for administering CAS requirements and procedures to be followed in case of failure to comply.	\$650,000	Only if subject to CAS

52.232-7		Payments under Time-and-Materials and Labor-Hour Contracts	Applicable if a time-and-materials or labor-hour contract is contemplated. This clause establishes the basis of payment: (a) hourly rate(s) (including profit) for Contractor, subcontractor and intracompany transfers by labor category as specified in the contract; and (b) materials and subcontracts cost, plus applicable indirect costs, but not profit. This clause also specifies a total estimated cost for the contract. The Contractor agrees to use its best efforts to perform the contract within the total estimated cost. The clause also requires the contractor to give notice to the Government at any time the Contractor has reason to believe the estimate at completion will be substantially greater or less than the ceiling price. The Government is not obligated to pay the Contractor any amount in excess of the ceiling price and the Contractor is not obligated to continue performance if to do so would exceed the ceiling price. This clause also provides for audit and assignment and release of claims.	All	No
52.232-16		Progress Payments	Applicable to solicitations that may result in contracts providing for progress payments based on costs; and fixed-price contracts under which the Government will provide progress payments based on costs. The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, subject to the rules and procedures set forth in this clause.	All	No
52.232-20		Limitation of Cost	For use in fully funded cost-reimbursement contracts. This clause also specifies a total estimated cost for the contract. The Contractor agrees to use its best efforts to perform the contract within the total estimated cost. The clause also requires the contractor to give written notice to the Government at any time the Contractor has reason to believe (i) that costs incurred will exceed 75% of the total estimated cost or (ii) the estimate at completion will be greater or substantially less than the total estimate cost. The Government is not obligated to pay the Contractor any amount in excess of the total estimated cost and the Contractor is not obligated to continue performance if to do so would exceed the total estimated cost.	All	No

52.232-22		Limitation of Funds	For use in incrementally-funded cost reimbursement contracts. This clause also specifies a total estimated cost for the contract. The Contractor agrees to use its best efforts to perform the contract within the total estimated cost. The clause also requires the contractor to give written notice to the Government at any time the Contractor has reason to believe that the costs incurred will exceed 75% of the funds currently allotted to the contract. The Government is not obligated to pay the Contractor any amount in excess of the funds currently allotted to the contract and the Contractor is not obligated to continue performance if to do so would exceed the funds currently allotted to the contract.	All	No
52.232-32		Performance-Based Payments	Normally used when - (a) The contracting officer and offeror agree on the performance-based payment terms; (b) The contract, individual order, or line item is a fixed-price type; (c) For indefinite delivery contracts, the individual order does not provide for progress payments; and (d) For other than indefinite delivery contracts, the contract does not provide for progress payments.	All	No
52.232-40	Commercial	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	Contractor shall make accelerated payments to small business subcontractors.	All	Yes
52.233-3	Both	Protest after Award	Under this clause, Contracting Officer may, after receipt of a notice of protest, direct the Contractor to stop work in writing until resolution.	All	No
52.234-1	Both	Industrial Resources Developed Under Defense Production Act Title III	Contractor shall refer request from Title III project contract for testing & qualification of Title III industrial resource to the Contracting Officer. Upon Contracting Officer direction, contractor shall test Title III industry resources for qualification. Contracting Officer will make equitable adjustment in contract when directing contractor to do testing.	All	Yes (if applicable, i.e., subcontract is for major systems and items of supply)

52.234-4		Earned Value Management System	This clause requires the Contractor to use an EVMS that has been determined to be compliant with EIA Standard 748. An EVMS is required for major acquisitions for development in accordance with OMB Circular A-11 and may be required for other acquisitions.	over \$20M	Yes (if applicable)
52.237-2	Both	Protection of Government Buildings, Equipment, and Vegetation	Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the government installation.	All	No
52.239-1		Privacy or Security Safeguards	Contractor shall not publish/disclose without Contracting Officer written consent details of safeguards designed/developed by contractor under contract or provided by Government. Contractor will allow Government access to inspect against security threats. If new ones discovered or safeguards not working, notify other party.	All	No
52.242-1		Notice of Intent to Disallow Costs	Contracting Officer may issue Contractor written notice of intent to disallow specified costs incurred that have been determined not to be allowable. Contractor written justification required within 60 days. If not Government. may withdraw or issue decision.	All	No
52.242-13	Both	Bankruptcy	Contractor will furnish Contracting Officer written notification of bankruptcy within 5 days of initiation of proceedings relating to bankruptcy filing including the date and court of filing and list of Government contracts and Contracting Officer's against which final payment has not been made.	\$150K	No
52.242-15	Both	Stop-Work Order	Contracting Officer may at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days. Within that period, the Contracting Officer must make a decision and notify Contractor.	All	No; also, only applies to FAR Part 15 contracts.

52.243-1	Both	Changes-Fixed Price	Contracting Officer may make changes within scope to drawings, designs, or specifications; method of shipment or packing; place of delivery. An equitable adjustment may be made, but Contractor must submit within 30 days from the date of the receipt of the written order. Failure to agree will be handled under Disputes Clause.	All	No
52.243-2		Changes-Cost Reimbursement	Contracting Officer may at any time, by written order, and without notice to the sureties, if any make changes within the general scope of this contract to: drawings, designs, or specifications, methods of shipment or packing, place of delivery. An equitable adjustment may be made but contractor must submit within 30 days. Failure to agree will be handled under Disputed Clause(s).	All	No
52.243-3		Changes-Time-and-Materials or Labor-Hours	Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following.....(1) Drawings, designs, or specifications. (2) Method of shipment or packing. (3) Place of delivery. (4) Amount of Government-furnished property.	All	No
52.243-6	Non-commercial	Change Order Accounting	Contracting Officer may require change order accounting if the change is greater than \$100,000. Contractor must maintain separate accounts and segregate costs allocable to change until an equitable adjustment has been agreed upon or the matter is disposed of IAW the Disputes clause. Optional for the contract types listed or for efforts of significant technical complexity if numerous changes are anticipated.	All	No
52.244-2		Subcontracts	Applicable in all Cost Reimbursement contracts or Letter Contracts, Fixed Price, T&M and Labor-Hour contracts > Simplified acquisition threshold. Defines when consent to place subcontracts is required. Definitions, does not apply to subcontracts for STE when the contract contains FAR 52.245-18 (Special Test Equipment). When in fixed price contract, consent to subcontract is required only on unpriced contract actions, and only if required in accordance with paragraph (d) or (e) of this clause.	SAT	No
52.244-5	Both	Competition in Subcontracting	Contractor shall select subcontractors on a competitive basis to the maximum practical extent consistent with objectives and requirements of contract. May award on non-competitive basis if it is an approved mentor in the Mentor-Protege program.	\$150K	No; regulation is only applicable to Prime Contracts.

52.244-6	Commercial	Subcontracts for Commercial Items	Contains all the mandatory flowdown clauses for subcontracts for commercial items. The specific applicable clauses are identified separately by clause in this spreadsheet.		
52-245-1	Commercial	Government Property	Requirements for the handling of government furnished property (GFP).	All	Only if subcontractor handles GFP.
52.245-9		Use and Charges	Describes the circumstances under which a Contractor or Subcontractor may use Government property without charge, or for a rental fee. Also provides contractual instructions on how to determine rental fees and for the payment of rent for commercial contracts or for FP contracts after the fact.	All	Yes (if applicable)
52.246-2	Both	Inspection of Supplies-Fixed-Price	Contractor shall provide and maintain an inspection system acceptable to the government covering supplies under this contract and shall tender to the government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the contractor to be in conformity with contract requirements.	\$150K	No
52.246-3		Inspection of Supplies-Cost-Reimbursement	The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract.	All	No
52.246-4	Both	Inspection of Services-Fixed-Price	The contractor shall provide and maintain an inspection system acceptable to the Government covering services under this contract.	\$150K	No

52.246-5		Inspection of Services-Cost-Reimbursement	The contractor shall provide and maintain an inspection system acceptable to the Government covering services under this contract.	All	No
52.246-6		Inspection-Time-and-Material and Labor-Hour	The contractor shall provide and maintain an inspection system acceptable to the Government covering material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.	All	No
52.246-7		Inspection of Research and Development-Fixed Price	The contractor shall provide and maintain an inspection system acceptable to the Government covering material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.	SAT	No
52.246-8		Inspection of Research and Development-Cost Reimbursement	Contractor shall provide/maintain inspection systems acceptable to Government; Government has right to inspect; work is deemed accepted after 90 days after delivery; no later than 6 months after acceptance of all end items Government may require replacement/correction.	All	No
52.246-9		Inspection of Research and Development (Short Form)	Government has right to inspect/evaluate. Work performed under contract, and the premises where performed, at all reasonable times in a manner which will not delay work. If Government inspects/evaluates on contract or subcontract premises, reasonable facilities/assistance will be furnished.	All	No
52.246-16		Responsibility for Supplies	Title to supplies furnished under this contract passes to Government upon acceptance regardless of when/where government takes physical possession. Unless contract states otherwise, risk of loss/damage is with contractor until delivery to carrier if f.o.b. origin; acceptance or delivery if f.o.b. destination.	SAT	No

52.246-26		Reporting Non-conforming Items	Contract must Screen Government-Industry Data Exchange Program (GIDEP) reports (available at www.gidep.org), as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. Contractor must then provide written notification to the KO within 60 days of becoming aware or having reason to suspect that any end item, component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit. The Contractor must retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer, and then submit a report to the KO via GIDEP.	Non-commercial item contracts (if applicable)	Yes (if applicable)
52.247-63	Both	Preference for US-Flag Air Carriers	Contractor agrees, in performing contract work, to use US flag air carriers for international air transportation of personnel/effects/property to the extent that service by those carriers is available. If it is not possible, must notify Government. Contract Manager should contact ISC FPOC or SME if designated to obtain guidance on provision	\$150K	Only if involves international travel by subcontractor personnel.
52.247-64	Commercial	Preference for Privately Owned U.S. Flag Commercial Vessels	Applies when the contractor is shipping materials via ocean carrier and requires the use U.S. flag commercial vessels to ship at least 50% of the gross tonnage involved in the contract whenever shipping is required.	All	Yes
52.248-1	Both	Value Engineering	Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below. Contract Manager should contact ISC FPOC or SME if designated to obtain guidance on provision	\$150K	Yes. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value.
52.249-2	Both	Termination for Convenience of the Government (Fixed-Price)	Government may terminate if Contracting Officer determines it's in the Government's best interest. Clause provides actions required by the Contractor upon receipt of a termination notice and timelines for completion.	\$150K	No

52.249-5	Both	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)	Government may terminate if Contracting Officer determines it's in the Government's best interest. Upon receipt Contractor must follow list in FAR; submit term. inventory schedules by 120 days after unless extended; submit termination settlement proposal; etc. Contractor may appeal under Disputes	All	No
52.249-6		Termination (Cost-Reimbursement)	Contracting Officer determines termination in whole or part, is in Government's interest or contractor defaults & fails to cure default in 10 days (unless extended by Contracting Officer) after receiving notice of default. Default = failure to make progress so as to endanger performance. Details in clause: Final termination proposal to be submitted promptly, but no later than 1 year.	All	No
52.249-8	Both	Default (Fixed-Price Supply and Service)	Government may terminate if contractor fails to deliver supplies/services; progress so as to endanger performance; perform other contract provisions. Contractor must cure default in 10 days of notice; Government may have work done elsewhere and contractor pays; if beyond control or subcontractor, contractor not liable.	\$150K	No
52.249-14		Excusable Delays	Except for defaults of subcontractor at any tier, Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond control and without fault or negligence of Contractor. (1) acts of God or of public enemy (2) acts of Government in sovereign or contractual capacity (3) fires (4) floods (5) epidemics (6) quarantine restrictions (7) strikes (8) freight embargoes & (9) unusually severe weather.	All	No
Potentially Applicable DFARS Clauses					
DFARS Clauses	Commercial / Non-commercial	TITLE	SUMMARY	\$ Threshold	REQUIRED FLOWDOWN

225.003	All	Definitions	This clause contains the basic definitions of terms applicable to the clauses under the contract.	N/A	
252.203-7001	Non-commercial	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving—(1) In a management or supervisory capacity on this contract; (2) On the board of directors of the Contractor; (3) As a consultant, agent, or representative for the Contractor; or (4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.	\$150K	Yes, Mandatory flow-down for 1st-tier subcontractors except for commercial items
252.203-7002	Commercial	Requirement to Inform Employees of Whistleblower Rights	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. 2409	All	Yes
252.203-7003	Commercial	Agency Office of the Inspector General	This clause identifies the appropriate Inspector General as identified in FAR 52.203-13 (Contractor Code of Business Ethics and Conduct).	All	Yes
252.203-7004	Non-commercial	Display of Hotline Posters	The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm .	All	Not applicable to commercial item contracts. Mandatory for non-commercial item contracts over \$5.5M
252.204-7000	Both	Disclosure of Information	Requires written release before disclosing information outside the organization. This (or a similar clause) is a mandatory flowdown.	All	Yes, if subcontractor will have access to or generate unclassified information that may be sensitive or inappropriate for public release.

252.204-7008	Both	Compliance with Safeguarding Covered Defense Information Controls	Covered defense information and cyber incident reporting shall be implemented for all covered defense information on covered contractor information systems that support contract performance.		
252.204-7009	Commercial	Limitations on the Use and Disclosure of Third party Contractor Reported Cyber Incident Information	This clause provides limitations on the use and control of information from a third-party reporting a cyber incident relating to this contract.	All	Yes
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	Applicable if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol, in solicitations and contracts for research and development or major defense acquisition programs involving (a) Any fissionable materials (e.g., uranium, plutonium, neptunium, thorium, americium); (b) Other radiological source materials; or (c) Technologies directly related to nuclear power production, including nuclear or radiological waste materials.	All (if applicable)	Yes, if applicable.
252.204-7012	Both	Safeguarding of Unclassified Controlled Technical Information	Applies if Contractor receives from the government (or the prime contractor) "controlled technical information," e.g., ITAR-controlled technical data or other identified controlled information. If so, Contractor must have a information system in place to properly protect covered technical information, including protecting against, and properly reporting, cyber attacks/threats.	All	Yes
252.204-7014	Commercial	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	This clause provides that the contractor will limit the transfer of information under this contract to litigation support services only as necessary to support litigation.	All	Only if subcontract contemplates the use of litigation support services
252.204-7015	Commercial	Disclosure of Information to Litigation Support Contractors	This clause notifies the contractor that the government may disclose information under this contract to a litigation support contractor.	All	Yes

252.204-7018	Both	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104. "Covered defense telecommunications equipment or services" means—(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities; (2) Telecommunications services provided by such entities or using such equipment; or (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.	All	Yes
252.204-7019	Both	Notice of NISTSP 800-171 DoD Assessment Requirements.	In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171 .	All	No (but the NIST 800-171 requirements in 252.204-7012 are required at all levels)
252.204-7020	Both	NIST SP 800-171 DoD Assessment Requirements.	The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171 , if necessary.	All	Yes (except COTS).
252.204-7021	Both	Cybersecurity Maturity Model Certification Requirements.	The Contractor shall have a current (i.e. not older than 3 years) CMMC certificate at the CMMC level required by this contract and maintain the CMMC certificate at the required level for the duration of the contract.	All	Yes (except COTS).

252.209-7002		Disclosure of Ownership or Control by a Foreign Government	No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 4874.	Yes (if applicable)	No
252.211-7000	Both	Acquisition Streamlining	Recognition of the Governments objective to utilize acquisition streamlining in support of contract awards to ensure cost effective acquisitions meeting the performance requirements of the opportunity are presented by Contractors and adequately reviewed by the Government.	\$1.5M	Yes, but only for non-commercial item contracts (not mandatory for commercial item contracts).
252.208-7000		Intent to Furnish Precious Metals as Government-Furnished Material	The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interest. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metal(s) will be furnished pursuant to the Government Furnished Property clause of the contract. The Offeror must cite the type and quantity of precious metals required in the performance of the contract, along with the national stock number and nomenclature, if known. Offerors shall submit two prices for each deliverable item which contains precious metals -- one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals.	SAT	Yes, if applicable.
252.209-7999		Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	Implements Class Deviation 2012-O0004 prohibiting funds from Division A of the Consolidated Appropriations Act of 2012 to be used for any contract with a corporation which (1) has any unpaid Federal tax liability that has been assessed and is not being paid in a timely manner, or (2) was convicted of a felony criminal violation under any Federal law within the preceding 24 months.	All	No (only applicable to prime contractors)
252.211-7003	Commercial	Item Identification and Valuation	Certain delivered items must have a unique item identifier using an approved system, e.g., serial number.	\$5K	Only if the prime contract requires the delivery of certain items with unique identifiers, including the products provided by Contractor

252.211-7007		Reporting of Government-Furnished Property	Establishes reporting requirements for Government-furnished property to the DoD IUID Registry. Contractors must report serially managed Government-furnished property, regardless of unit acquisition cost and non-serially managed items.	All	No
252.215-7000	Both	Pricing Adjustments	Applicable in solicitations and contracts that contain FAR clause 52.215-11, 52.215-12, or 52.215-13. The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data-- Modifications," "Subcontractor Certified Cost or Pricing Data," and "Subcontractor Certified Cost or Pricing Data-- Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.	All	Only if subcontract contains 52.215-11, 52.215-12 or 52.215-13.
252.215-7002		Cost Estimating System Requirements	Used in all solicitations and contracts to be awarded on the basis of cost or pricing data. The Contractor shall establish, maintain, and comply with an acceptable estimating system. The following applies only if the Contractor is a large business and either (1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or (2) In its fiscal year preceding award of this contract (i) received DoD prime contracts or subcontracts totaling \$10 million or more) but less than \$50 million) for which certified cost or pricing data were required; and (ii) was notified, in writing, by the Contracting Officer that the following apply.	All	No
252.219-7003	Both	Small Business Subcontracting Plan (DoD Contracts)	Applies (as prescribed in DFARS 219.708(b)(1)(A)(1)) in solicitations and contracts that contain FAR 52.219-9, Small Business Subcontracting Plan. Outlines how the requirements of FAR 52.219-9 can be met and explains the criteria for a contractor submitting reports in eSRS.	\$700K	Only for non-commercial item contracts that contain FAR 52.219-9. This requirement (which is a supplement to 52.219-9) is also likely to be flowed down.

252.219-7004		Small Business Subcontracting Plan (Test Program)	Applies in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of DFARs 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) and FAR 52.219-9, Small Business Subcontracting Plan. The Contractor's comprehensive small business subcontracting plan and its successors, which are authorized by and approved under the test program of section 84 of Pub. L. 101-189, as amended, shall be included in and made a part of this contract. Upon expulsion from the test program or expiration of the test program, the Contractor shall negotiate an individual subcontracting plan for all future contracts that meet the requirements of section 211 of Pub. L. 95-507	\$650K	Yes, if prime meets dollar threshold and subcontract includes FAR 52.219-8
252.222-7000		Restrictions on Employment of Personnel	Used in construction and services contracts performed in whole or part within a noncontiguous state	All	Yes, if applicable.
252.222-7006	Non-commercial	Restrictions on the Use of Mandatory Arbitration Agreements	Applicable to solicitations and contracts utilizing funds appropriated or otherwise made available by the FY 2010 Defense Appropriations Act (Pub. L. 111-118) or subsequent DoD appropriations acts, except in contracts for the acquisition of commercial items, including commercially available off-the-shelf items. The Contractor agrees not to enter into any agreement as a condition of employment, or take any action to enforce any provision of an existing agreement, with any of its employees or independent contractors that requires that they agree to resolve certain claims/torts through arbitration. Also, certifies by signature of contract, that each covered subcontractor agrees to do the same.	\$1M	Only for non-commercial item subcontracts greater than \$1,000,000.
252.223-7001	Commercial	Hazard Warning Labels	The contractor shall properly label hazardous items delivered under the contract.		
252.223-7002	Both	Safety Precautions for Ammunition and Explosives	For use in contracts that involve acquisition or services that involve ammunition or explosives. This clause contains definitions of such material, prescribed method of notification and reporting of exceptions to the Contracting Officer.	All	Only if subcontract involves ammunition or explosives.

252.223-7003	Non-commercial	Change in Place of Performance-- Ammunition and Explosives	The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.	All	No (applies only if subcontract involves ammunition or explosives).
252.223-7006		Prohibition on Storage and Disposal of Toxic and Hazardous Materials	Used when the contract requires or may permit contractor performance on a DoD installation. Defines 'storage' and 'hazardous materials.' In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception or as authorized by the Secretary of Defense.	All	Yes (if applicable)
252.223-7007	Non-commercial	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	Applies to all solicitations and contracts to which DoD 5100.76-M applies, in accordance with the policy at 223.7201. The requirements of DoD 5100.76-M apply to the specified items of Arms, ammunition, and explosives (AA&E) being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under the contract.	All	Only if subcontract is for the development, production, manufacture, or purchase of Arms, ammunition, and explosives.
252.223-7008	Commercial	Prohibition Of Hexavalent Chromium	Contractor cannot provide any deliverable under the contract that contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material.	All	Yes, if applicable.
252.223-7999 (revoked)		Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	Revoked.	N/A	N/A
252.225-7001	Commercial	Buy American and Balance of Payments Program	This clause applies in lieu of FAR 52.225-1. This clause provides for a preference for domestic end products (calculated per the standards of the Buy American Act), unless the "end product" is a COTS item as defined by the regulation.	All	No

252.225-7007	Commercial	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	This clause prohibits the acquisition of items, including parts and components, for military use from China.	All	Yes, for items covered by the USML.
252.225-7008	Commercial	Restriction on Acquisition of Specialty Metals	Unless the acquisition is wholly exempt from the specialty metals restrictions because it is covered by an exception in 225-7003-3(a) or (d), this clause is applicable in solicitations and contracts that (i) exceed the simplified acquisition threshold; and (ii) require the delivery of specialty metals as end items. Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.	\$150K	Not Mandatory
252.225-7009	Commercial	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Any specialty metals incorporated into items delivered under the contract must be melted or produced in the U.S. or a qualifying country unless an exception applies.	\$150K	Only if the subcontract contemplates the acquisition of specialty metals.
252.225-7010		Commercial Derivative Military Article Specialty Metals Compliance Certificate	Applicable in solicitations that contain the clause at 252.225-7009; and for which the contracting officer anticipates that one or more offers of commercial derivative military articles may be received. The offeror shall list any commercial derivative military articles it intends to deliver under any contract resulting from the solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the "Restriction on Acquisition of Certain Articles Containing Specialty Metals (DFARS 252.225-7009)" clause in the solicitation.	All	No
252.225-7012	Commercial	Preference for Certain Domestic Commodities	The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States	\$150K	Only applies to certain end products, such as food, clothing materials, tents, cotton/silk/yarn.

252.225-7013	Both	Duty-Free Entry	This clause is used in lieu of FAR 52.225-8. It is to be used for acquisitions of supplies that will enter the customs territory of the United States. The contract price shall <u>not</u> include any amount for duty on—(1) End items that are eligible products or qualifying country end products; (2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or (3) Other supplies for which the Contractor estimates that duty will exceed \$300 per unit (see clause for definitions).	All	Yes, required flowdown in subcontracts for (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$300 per unit (see clause for definitions).
252.225-7015		Restriction on Acquisition of Hand or Measuring Tools	Used in solicitations and contracts exceeding the simplified acquisition threshold that require delivery of hand or measuring tools. Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.	SAT	No (only if sub is delivering hand tools directly to the government)
252.225-7016	Both	Restriction on Acquisition of Ball and Roller Bearings	Except as provided in paragraph (c) of this clause, all ball and roller bearings and ball and roller bearing components delivered under this contract, either as end items or components of end items, shall be wholly manufactured in the United States, its outlying areas, or Canada. The cost of the bearing components must exceed 50 percent of the total cost of the bearing components of the ball or roller bearing. This restriction may be waived at the Contractor's request in accordance with 225.7009-4.	All	Only for non-commercial item contracts that contain ball or roller bearings.
252.225-7019		Restriction on Acquisition of Anchor and Mooring Chain	Welded shipboard anchor and mooring chain, four inches or less in diameter, delivered under this contract—(1) Shall be manufactured in the United States or its outlying areas, including cutting, heat treating, quality control, testing, and welding (both forging and shot blasting process); and (2) The cost of the components manufactured in the United States or its outlying areas shall exceed 50 percent of the total cost of components.	All	Yes, if applicable.
252.225-7021	Commercial	Trade Agreements	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."	\$180K	No

252.225-7025		Restriction on Acquisition of Forgings	Applies when the contract includes delivery of the following forging items, whether as end items or components: Ship propulsion shafts (excludes service and landing craft shafts), Periscope tubes, or Ring forgings for bull gears (greater than 120 inches in diameter). These forging items must be of "domestic manufacture" as defined in the clause.	All	Yes, if applicable.
252.225-7030		Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Carbon, alloy, and armor steel plate shall be melted and rolled in the United States or Canada if the carbon, alloy, or armor steel plate—(1) Is in Federal Supply Class 9515 or is described by specifications of the American Society for Testing Materials or the American Iron and Steel Institute; and (2)(i) Will be delivered to the Government for use in a Government-owned facility or a facility under the control of the Department of Defense; or (ii) Will be purchased by the Contractor for use in a Government-owned facility or a facility under the control of the Department of Defense. (etc.)	All	No
252.225-7031		Secondary Arab Boycott of Israel	If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—(1) Does not comply with the Secondary Arab Boycott of Israel; and (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking	All	No
252.225-7032		Waiver of United Kingdom Levies—Evaluation of Offers	Offered prices for contracts or subcontracts with United Kingdom (U.K.) firms may contain commercial exploitation levies assessed by the Government of the U.K. The offeror shall identify to the Contracting Officer all levies included in the offered price by describing—(1) The name of the U.K. firm; (2) The item to which the levy applies and the item quantity; and (3) The amount of levy plus any associated indirect costs and profit or fee. (etc.)		
252.225-7033	Both	Waiver of United Kingdom Levies	The U.S. Government may attempt to obtain a waiver of any commercial exploitation levies included in the price of this contract, pursuant to the U.S./United Kingdom (U.K.) reciprocal waiver agreement of July 1987. If the U.K. grants a waiver of levies included in the price of this contract, the U.S. Government reserves the right to reduce the contract price by the amount of the levy waived plus associated indirect costs and profit or fee. (etc.)	All	No, only applies to U.K. firms expected to receive a subcontract exceeding \$1M.
252.225-7036		Buy American --Free Trade Agreements--Balance of Payments Program - Basic	Use instead of FAR 52.225-3 in solicitations and contracts for the items listed at 225.401-70, including acquisitions of commercial items or components, when a Free Trade Agreement applies to the acquisition. Requires the Contractor to deliver only domestic end products unless, in its offer, it specified delivery of qualifying country end products, Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, Panamanian end products, or Peruvian end products, or other foreign end products in the	Over \$100K and less than \$180K	No

252.225-7039	Commercial	Contractors Performing Private Security Functions Outside the U.S.	Provides procedures for Contractors performing private security functions outside the U.S.	All	Only if subcontractor is performing private security functions outside the U.S.
252.225-7040	Commercial	Contractor Personnel Supporting U.S. Armed Forces Outside the U.S.	Provides procedures for Contractors supporting U.S. armed forces overseas.	All	Only if subcontractor is supporting U.S. armed forces overseas.
252.225-7043	Non-commercial	Antiterrorism/Force Protection for Defense Contractors Outside the United States	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 (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity; (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; (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 (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.	All	Only if subcontract performance requires travel outside the U.S.
252.225-7048	Commercial	Export-Controlled Items	The contractor shall comply with U.S. export control laws.	All	Yes

252.225-7050	Both	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	Used in solicitations where the Contractor is either owned by a country that is a state sponsor of terrorism or the contractor has a "significant interest" with the state sponsor of terrorism. In accordance with 10 USC 2327, unless a waiver is granted by the Secretary of Defense, no contract may be awarded to a firm if the government of a country that the state is a sponsor of terrorism owns or controls a significant interest in (1) The firm; (2) A subsidiary of the firm; or Any other firm that controls the firm.	over \$150K	No
252.225-7052	Both	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 4872). Covered material" means—(1) Samarium-cobalt magnets; (2) Neodymium-iron-boron magnets; (3) Tantalum metals and alloys; (4) Tungsten metal powder; and (5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy. Covered countries are China, North Korea, Iran and Russia.	SAT	Yes (if applicable).
252.225-7054	Both	Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation.	The Contractor shall not use in the performance of this contract any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation unless a waiver is approved.	All	Yes (if applicable).
252.225-7055	Both	Representation Regarding Business Operations with the Maduro Regime.	DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.	All	No
252.225-7056	Both	Prohibition Regarding Business Operations with the Maduro Regime.	DoD is prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the U.S. Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.	All	Yes

252.225-7057	Both	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	DoD may not award a contract to the Offeror if it is a covered entity and proposes to employ one or more individuals who will perform work in the People's Republic of China on a covered contract, unless the Offeror has disclosed its use of workforce and facilities in the People's Republic of China.	All	No
252.225-7058	Both	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	DoD may not award, extend, or exercise an option on a covered contract with a covered entity unless such covered entity submits each required disclosure of its use of workforce and facilities in the People's Republic of China, if it employs one or more individuals who perform work in the People's Republic of China on a covered contract. If the Contractor is a covered entity, the Contractor shall disclose for the Government's fiscal years 2023 and 2024, the Contractor's employment of one or more individuals who perform work in the People's Republic of China on any covered contract. The disclosures shall include—(i) The total number of such individuals who perform work in the People's Republic of China on the covered contracts funded by DoD; and (ii) A description of the physical presence, including street address or addresses in the People's Republic of China, where work on the covered contract is performed.	All	Yes
252.225-7059	Both	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region—Representation.	DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.	All	No
252.225-7060	Both	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	None of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR. The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).	All	Yes
252.226-7001	Commercial	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applies to all subcontracts over \$500,000. The contractor agrees to use best efforts to give these organizations a practicable opportunity to participate as small business subcontractors.	\$500K	Yes

252.227-7013	Both	Rights in Technical Data-- Noncommercial Items	Used in solicitations and contracts when Contractor is required to deliver technical data to the Government and the Government paid (at least a portion) of its development. This clause is not to be used when the only deliverables are commercial items developed exclusively at private expense. The clause defines the various types of rights that may be granted to the Government and prescribed legends for marking technical data appropriately.	All	Only if contract requires delivery from Contractor of technical data that the Government paid for its development.
252.227-7014	Non-commercial	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	Used in solicitations and contracts when Contractor is required to deliver computer software or computer software documentation to the Government. The clause defines the various types of rights that may be granted to the Government and prescribed legends for marking. Caution: If technical data, computer software or computer software documentation is not marked properly, the Government may assume Unlimited Rights.	All	Only if contract requires delivery from Contractor of any computer software (including documentation)..
252.227-7015	Commercial	Technical Data - Commercial Items	Sets forth numerous requirements for the government's right to obtain rights in technical data created/delivered under the prime contract, including data identification, marking, and delivery.	All	Yes
252.227-7016	Both	Rights in Bid or Proposal Information	Used in solicitations and contracts that include the clauses at 252.227-7013, 252.227-7018, or 252.227-7014). Defines the Government's right to use technical data and/or computer software/computer software documentation as provided in offeror's proposal.	All	Yes, if applicable.
252.227-7018		Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program	Applies when technical data or computer software will be generated during performance of contracts under the SBIR program. This clause defines terms and marking requirements for technical data, computer software documentation and computer software generated under the SBIR program. The Contractor grants or shall obtain for the Government license rights in technical data or noncommercial computer software generated in performance of the SBIR program. Government Purpose rights for five years after completion of the contract effort, Unlimited Rights thereafter.	All	Yes (if applicable)
252.227-7019	Commercial	Validation of Asserted Restriction – Computer Software	This clause requires that the contractor maintain records to justify any restrictive markings placed on data delivered under the contract.		Only if subcontract requires the delivery of computer software.

252.227-7025	Both	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	Used in solicitations and contracts when the Government anticipates providing to the contractor technical data or computer software/computer software documentation marked with another contractor's restrictive legend(s). Limits how the contractor can use such data and provides specific indemnifications to the Government for misuse of such data.	All	No
252.227-7026	Both	Deferred Delivery of Technical Data or Computer Software	Allows the Government to take delivery of technical data or software identified as 'deferred delivery' data or software up to 2 years after contract completion or termination.	All	No, only applicable to prime contract.
252.227-7027	Both	Deferred Ordering of Technical Data or Computer Software	Used when a firm requirement for a particular data item or software has not been established prior to contract award but there is a potential need for the item. Allows the Government to order the technical data or software item that has been generated in performance of the contract up to 3 years after contract completion or termination. Rights to such technical data or software is as prescribed pursuant to "Rights in Technical Data and Computer Software" clause of the contract.	All	No, only applicable to prime contract.
252.227-7028	Both	Technical Data or Computer Software Previously Delivered to the Government	Used when technical data or software is required to be delivered. Contractor must identify if any technical data items or software items listed as deliverable under this contract are the same or substantially the same as delivered under any other federal agency contract.	All	No, only applicable to prime contract.
252.227-7030	Both	Technical Data--Withholding of Payment	Use in solicitations and contracts that include the clause at 252.227-7013. If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the CO may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is	All	No, only applicable to prime contract.

252.227-7037	Commercial	Validation of Restrictive Markings on Technical Data	This clause requires that the contractor maintain records to justify any restrictive markings placed on data delivered under the contract	All	Yes, if subcontract requires the delivery of any technical data.
252.227-7038	Both	Patent Rights—Ownership by the Contractor (Large Business)	Use, instead of the clause at FAR 52.227-11, in solicitations and contracts for experimental, developmental, or research work if the contractor is other than a small business concern or nonprofit organization; and no alternative patent rights clause is used in accordance with FAR 27.303(c) or (e). The Contractor may elect to retain ownership of each subject invention throughout the world in accordance with the provisions of this clause. The Contractor retains a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause.	All	Only in subcontracts for experimental, developmental, or research work if (A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c) or (e).
252.228-7001		Ground and Flight Risk	Applicable in all solicitations and contracts for the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft, except for 1) activities incidental to the normal operations of the aircraft; 2) FAR Part 12 awards; 3) for which a non-DoD customer has not agreed to assume the risk for loss or destruction of, or damages to, the aircraft; or 4) for commercial derivative aircraft that are to be maintained to FAA airworthiness when the work will be performed at a licensed FAA repair station.	All	Yes
252.228-7005	Non-commercial	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	May be used in solicitations and contracts which involve the manufacture, modification, overhaul, or repair involving Aircraft, Missiles, and Space Launch Vehicles.	All	Only if subcontract relates to manufacture, modification, overhaul or repair of aircraft/missiles/space vehicles.
252.229-7011		Reporting of Foreign Taxes – U.S. Assistance Programs	For use in solicitations and contracts funded with U.S. assistance appropriations provided in the annual foreign operations appropriations act.	All	Yes (if applicable and subcontract is over \$500K)

252.229-7014	Commercial	Taxes - Foreign Contracts in Afghanistan	Provides procedures related to taxes in Afghanistan	All	Only if subcontractor is operating in Afghanistan.
252.229-7015	Commercial	Taxes - Foreign Contracts in Afghanistan (SOFA)	Provides procedures related to taxes in Afghanistan	All	Only if subcontractor is operating in Afghanistan.
252.231-7000	Non-commercial	Supplemental Cost Principles	Use in all solicitations and contracts, which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7.	All	Only applicable to CAS covered contracts.
252.232-7015		Performance-Based Payments—Representation.	The Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.	All	No

252.232-7016		Notice of Progress Payments or Performance-Based Payments.	This solicitation includes a FAR and Defense Federal Acquisition Regulation Supplement (DFARS) clause for performance-based payments and a FAR clause for progress payments. The resultant contract will include either performance-based payments or progress payments, not both, except as may be authorized on separate orders subject to FAR 32.1003(c). (1) The performance-based payments clauses will be included in the contract if—(i) The Offeror has provided positive representation in response to DFARS 252.232-7015 , Performance-Based Payments—Representation; (ii) The Offeror proposes a performance-based payment arrangement in accordance with FAR 52.232-28, Invitation to Propose Performance-Based Payments, including proposed events and timing, event completion criteria, event values, and expected expenditure profile; and (iii) The Offeror and the Government reach agreement on all aspects of the arrangement.	All (if applicable).	No
252.232-7018		Progress Payments-Multiple Lots.	When submitting progress payment requests under the billing instructions in Federal Acquisition Regulation (FAR) clause 52.232-16, Progress Payments, or Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.232-7002, Progress Payments for Foreign Military Sales Acquisitions, of this contract, the Contractor shall follow the procedures specified by the clause.	All (if applicable)	No
252.234-7002		Earned Value Management System (Deviation 2015-O0017)	Normally only applicable to solicitations and contracts for cost or incentive type contracts. In the performance of the contract, the Contractor shall use—(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and (2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of the contract. Sets a \$100M threshold requirement for a Cognizant Federal Agency determination of compliance of Contractor's EVMS.	Over \$20M	Yes (if subcontract over \$20M)

252.234-7004		Cost and Software Data Reporting System	Applies in all solicitations and contracts for major defense acquisition programs and major automated information system programs that exceed \$50 million. In performance of this contract, the Contractor shall use: (1) a documented standard cost and software data reporting (CSDR) process that satisfies the guidelines contained in the DoD 5000.04-M-1, CSDR Manual; (2) management procedures that provide for generation of timely and reliable information for the contractor cost data reports (CCDRs) and software resources data reports (SRDRs) required by the CCDR and SRDR data items of this contract; and (3) the Government-approved CSDR plan for this contract, DD Form 2794, and the related Resource Distribution Table as the basis for reporting in accordance with the required CSDR	Over \$50M	
252.234-7006		Cost Limitation.	Certain items in this solicitation are subject to statutory cost limitations. The limitations are stated in the Schedule. An offer which does not state separate prices for the items identified in the Schedule as subject to a cost limitation may be considered nonresponsive.	Fixed price construction projects subject to cost limitations	No
252.235-7003	Both	Frequency Authorization	Used in solicitations and contracts for developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Requires the Contractor to obtain authorization for radio frequencies required in support of its contract.	All	Only if subcontract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required
252.236-7013	Commercial	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	Provides procedures for contractor when procuring steel as a construction material.	All	Only if subcontractor is providing steel as a construction material.
252.237-7010	Commercial	Prohibition on Interrogation of Detainees by Contractor Personnel	Provides procedures for personnel interacting with detainees.	All	Only if subcontractor is potentially interacting with detainees.

252.237-7019	Commercial	Training for Contractor Personnel Interacting with Detainees	Provides procedures for personnel interacting with detainees.	All	Only if subcontractor is interacting with detainees.
252.239-7009		Representation of Use of Cloud Computing	Requires the offeror to indicate whether it intends to use cloud computing services, including access, security and reporting requirements in performance of the contract. This representation is required when only DoD is procuring IT systems or services operated on behalf of the Government.		Yes (if applicable).
252.239-7010	Commercial	Cloud Computing Services	This clause is applicable when DoD is procuring IT systems or services operated on behalf of the Government and the contractor uses cloud computing to provide information technology services in the performance of the contract.	All	Only if subcontract is for cloud computing services.
252.239-7016		Telecommunications Security Equipment, Devices, Techniques, and Services	Used when contract requires secure telecommunications. Notifies Contractor that the solicitation/contract identifies classified or sensitive information that requires securing during telecommunications. Specifies location where information and systems must be secure, and requires Contractor to use Government-approved telecommunications equipment, devices, techniques, or services. Identifies where approved equipment can be obtained. Generally, Contractor must furnish all necessary telecommunications security equipment, devices, techniques, or services necessary to perform this contract.	All	Yes (if subcontract requires secure telecommunications)
252.239-7017		Notice of Supply Chain Risk	Used in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial items, that involve the development or delivery of any information technology whether acquired as a service or as a supply. In order to manage supply chain risk, the Government may use the authorities provided by section 806 of Pub. L. 111-383.	All	Yes (if for the development and delivery of IT)

252.239-7018	Both	Supply Chain Risk	The contractor must mitigate supply chain risk for information technology.		No
252.242-7005		Contractor Business Systems	Applies (as prescribed in 242.7001) in solicitations and contracts when the resulting contract will be a covered contract subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in the regulations found at 48 CFR 9903.201-1; and the solicitation or contract includes any of the following clauses: (1) 252.215-7002, Cost Estimating System Requirements; (2) 252.234-7002, Earned Value Management System; (3) 252.242-7004, Material Management and Accounting System; (4) 252.242-7006, Accounting System Administration; (5) Contractor Purchasing System Administration; (6) 252.245-7003, Contractor Property Management System Administration. The contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract.	over \$700K	No
252.243-7001	Both	Pricing of Contract Modifications	Used in solicitations and contracts when using a fixed price type contract. When costs are a factor in any price adjustment under the contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of the contract, apply.	All	No
252.244-7000	Commercial	Subcontracts for Commercial Items	Putting the prime contractor on notice that it should not flow down to its subcontractors more clauses than necessary to satisfy its contractual obligations	All	Yes
252.245-7001		Tagging, Labeling, and Marking of Government-Furnished Property	Applies (as prescribed in 245.107(b)) in solicitations and contracts that contain FAR 52.245-1, Government Property. The Contractor shall tag, label, or mark Government-furnished property items identified in the contract as subject to serialized item management (serially-managed items). The Contractor is not required to tag, label, or mark Government furnished property previously tagged, labeled, or marked.	All	No

252.245-7004		Reporting, Reutilization, and Disposal	Applies (as prescribed in 245.107) in solicitations and contracts containing FAR 52.245-1, Government Property. The Contractor shall complete SF1428, Inventory Schedule B, within the PCARRS.	All	No
252.246-7001		Warranty of Data	Used when solicitations and contracts that include 252.227-7013, Rights in Technical Data and Computer Software, when there is a need for greater protection or period of liability than provided by the inspection and warranty clauses prescribed in FAR Part 46. Under this clause the Contractor warrants that all technical data delivered under the contract will at the time of delivery conform with the specifications and all other requirements of this contract. Warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer	All	No
252.246-7003	Commercial	Notification of Potential Safety Issues	Contractor shall notify the Administrative Contracting Officer (ACO) and the Procuring Contracting Officer (PCO) (or the prime contractor for subcontractors) as soon as practicable, but not later than 72 hours, after discovering or acquiring credible information concerning nonconformances and deficiencies in critical safety items	All	Yes, if subcontract is for critical safety items.
252.246-7007	Commercial	Contractor Counterfeit Electronic Part Detection and Avoidance System	Applies if Contractor is supplying electronic parts (e.g., integrated circuits, electrical components, transistors, capacitors, diodes, etc.) or assemblies containing electronic parts. Requires the contractor to establish and maintain counterfeit electronic part detection and avoidance system, including risk based policies to inspect and test electronic parts to verify these parts come from the original equipment manufacturer or an authorized reseller.	All	Yes, if subcontract involves electronic parts
252.246-7008	Commercial	Sources of Electronic Parts	Applies if Contractor is supplying electronic parts (e.g., integrated circuits, transistors, diodes, circuit assemblies, etc.). If so, Contractor must obtain those parts from the original equipment manufacturer or an authorized reseller. See also the counterfeit electronic parts detection and avoidance system discussed further at DFARS 252.246-7007.	All	Yes, if subcontract involves electronic parts.
252.247-7003	Commercial	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	The Contractor shall pass through any motor carrier fuel-related surcharge adjustments to the person, corporation, or entity that directly bears the cost of fuel for shipment(s) transported under this contract.	All	Only if subcontract is with a motor carrier, broker or freight forwarder.

252.247-7023	Commercial	Transportation of Supplies by Sea	The contractor shall use U.S. flag vessels when transporting supplies under this contract by sea.	All	Yes, if: (i) the subcontract is for non-commercial items; OR (ii) the subcontract is for commercial items that the subcontractor is reselling without adding value.
252.247-7024	Commercial	Notification of Transportation of Supplies by Sea	The contractor agrees to abide by the requirements of the transportation of supplies by seas requirements in 252.247-7023.	All	Yes, if: (i) the subcontract is for non-commercial items; OR (ii) the subcontract is for commercial items that the subcontractor is reselling without adding value.
252.249-7002	Commercial	Notification of Anticipated Contract Termination or Reduction	This clause requires contractors to provide certain notice to employees of a termination of the contract or substantial reduction in funding.	\$150K	Yes