



GENERAL PROVISIONS APPLICABLE TO GOODS AND SERVICES SUPPORTING THE PRIME CONTRACT – MPF - N32205-22-C-3101.

GOVERNMENT SUBCONTRACT:

This Contract is entered into by the Buyer and Seller in support of a US Government contract, with the Buyer as the Prime Contractor, not an agent for the US Government. The specific Prime Contract Number can be found referenced on the first page of the Purchase Order and above.

It is understood and agreed that the following terms and conditions of this Order are applicable to both the sale of goods and/or services to Buyer. The following terms and conditions shall apply in all cases:

Definitions: The term “Buyer” includes the purchaser of the goods and/or services, as well as the ultimate consumer, user and/or recipient of the goods and/or services, and all rights, benefits and remedies conferred upon Buyer by this Order shall also accrue to and be available to and are for the express benefit of said consumer, user and/or recipient, as well as any successor in interest of Buyer. The term “goods” includes equipment, parts, components, materials and any other personal property of every type, kind and description, as specifically described in the business terms of the Order. The term “services” includes all design, consulting, delivery, installation, inspection, training, testing, repair, improvements and/or other work or services as specifically described in the business terms of the Order, including any services that are otherwise required in connection with, or incidental to furnishing, any goods described in the Order. The term “property” includes the vessel, equipment and/or other property of Buyer for which Seller is to provide goods and/or services. The term “Order” means the order to purchase goods and/or services described in the business terms of the Order, together with these terms and conditions, including any attachments hereto or documents referred to herein. The term “business terms”

refers to the business terms and other special provisions of the Order (other than these general terms and conditions), including, but not limited to, the line descriptions of the goods and services and the payment terms. “Flow Down clauses” means those per FAR 52.252.2 below. In each clause so incorporated, substitute “Buyer” for “Government” and “Contracting Agency” and “Buyer’s Procurement Representative” for



“Contracting Officer” and “Contractor” means Seller throughout. “Prime Contract” means the Contract between Buyer and the US Government or between Buyer and its higher-tier Contractor in support of a contract with the US Government.

Acceptance and Entire Agreement: Seller’s commencement of services under this Order, shipment of goods specified in this Order, or acknowledgement of this Order within five (5) days of receipt of the Order, shall be conclusively deemed acceptance of this Order, including the terms and conditions described herein. This Order constitutes the entire agreement between the parties with respect to the subject matter hereof. Any written confirmation or acknowledgment of this Order, or any oral understanding upon which this Order is based, containing proposals or terms additional to or different from those set forth herein are not binding on Buyer unless Buyer expressly agrees to any such proposal or term in writing. Notwithstanding the foregoing, this Order shall not replace or supersede any written confidentiality agreement signed by the parties.

DPAS Rated Orders: Whenever a DPAS rating appears on the face or any line of your Purchase Order, it means that it is a rated order certified for national defense, emergency preparedness, and energy program use, and you are required to follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR part 700). By confirming and acceptance of the PO you accepted the DPAS rating.

Changes in Order: Buyer shall have the right to order changes from time to time in the performance required of Seller under this Order, and Seller shall without delay conform to any such change order. In the event of any such change in this Order, the prices or times of performance, or both, shall be adjusted within reasonable and appropriate limits; provided, however, that Buyer shall have no obligation to pay any claim by Seller for increase in price or time of performance required which is not received by Buyer in writing within ten (10) calendar days after the date the change is ordered. No change shall be made by Seller in the performance required by this Order except as such change is specified in writing and signed by an authorized representative of Buyer.

Acceptance of Shipments and Inspection: All goods and services covered by this Order are subject to inspection by Buyer at any time or place reasonably designated by Buyer and may be rejected if not strictly in accordance with the terms and conditions of the Order. Payment for shipments and/or progress payments for



work in progress shall not constitute acceptance thereof, and defective or nonconforming shipments or performance will, at Buyer's option, be held for Seller's instructions at Seller's risk, or will be returned to Seller. Seller will be responsible for transportation charges on returned shipments both ways. Any prior payment made by Buyer on such rejected goods or services shall be immediately refunded, and the rejected goods or services shall not be replaced or re-performed without an additional order from Buyer. At Buyer's option, inspection and tests before delivery may be made by Buyer or Buyer's customers at Seller's premises or elsewhere as designated by Buyer, at reasonable times and places, and Seller will provide sufficient safe and proper facilities for such inspection or testing; but, notwithstanding such inspection and tests, or inspections and tests made prior to the issuance of this Order, the goods and services covered by this Order are subject to rejection upon final testing, inspection and use by Buyer and/or Buyer's customer upon delivery to the premises of Buyer and/or Buyer's customer. Buyer's count shall be accepted as final on all shipments whether or not accompanied by a packing list.

Permits and Approvals: All necessary permits, bonds, testing, inspection and approval of materials or workmanship by the proper authorities is to be provided and arranged by Seller at no additional cost to Buyer unless authorized herein.

Performance and Waivers: Any waiver by Buyer of strict performance with regard to any of the terms, conditions or provisions of this Order must be in writing, executed by Buyer to be effective, and such waiver shall not be deemed a waiver of Buyer's rights to insist upon strict performance of all portions of this Order not waived, and strict performance thereafter of provisions presently waived.

Timely Submission of Invoices: The Supplier shall submit all invoices for services rendered or goods delivered under this Agreement no later than ninety (90) calendar days following the completion of the applicable work or delivery of goods. Failure to submit an invoice within this period may result in non-payment, unless otherwise agreed to in writing by both Parties prior to the expiration of the deadline. Crowley reserves the right to reject any invoice submitted after the deadline.

Default: Buyer reserves the right to cancel this Order in its entirety, or in part, on account of defects in materials, workmanship or quality, or if the Seller fails to comply with or perform any of the terms and conditions of this Order. Seller shall also be liable for all damages and costs of Buyer resulting from such



default, regardless of any action taken or not taken by Buyer to cancel this Order entirely or in part.

Compliance with Laws: Any reference in these terms and conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time. Seller shall comply with all applicable laws and regulations of governmental authorities, including among other things, Executive Order 11246, as amended, 38 USC 4212 on the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Part 60-1 through 60-60, 60-250, and 60-741, matters involving the Civil Rights Act of 1964, wages, hours, materials, race, color, sex and creed of workmen, price regulations and renegotiation provision, and other matters, whether or not specifically mentioned herein. The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6, if applicable. Seller shall abide by the requirements of 41 C.F.R. 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Seller shall abide by the requirements of 41 C.F.R. 741.5(a), which prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Seller shall comply with the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), 22 USC 7102, of the Occupational Safety and Health Act of 1970, the standards and regulations issued thereunder and all applicable federal and state occupational safety and health laws such as “Right-to-Know” regulations. Hazard communication information, such as complete Material Safety Data Sheets (MSDS), shall be supplied to the Buyer for all hazardous materials.

Time: Time is of the essence for this Order.

Drawings: Seller shall furnish for the approval of Buyer all shop drawings as Buyer may require, and all workmanship and materials shall be in strict accordance with the approved drawings. All plans, specifications and drawings provided by Buyer to Seller in connection with this Order or provided by Seller especially for performance hereunder shall be the property of Buyer and may not be used at any time for any other purpose by Seller.

Assignment and/or Subcontracting: Seller may not assign or subcontract any portion of its obligations under



this Order nor assign or otherwise transfer any monies due or to become due hereunder, without first obtaining the written consent of Buyer.

Advertising: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has either contracted to furnish or has sold to Buyer the goods or services herein mentioned.

Indemnity: To the extent permitted under law, Seller shall indemnify, hold harmless and defend Buyer from and against any and all suits, legal proceedings, claims, demands, damages, losses, fines, penalties, costs and expenses of whatsoever kind or character (including, but not limited to, reasonable attorneys' fees and expenses) arising out of (1) any breach by Seller of the terms and conditions of this Order, (2) any injury (including death) or damage to any persons or property in any manner, caused or occasioned by any defect in the goods or services or any act, omission, fault, negligence or default of Seller or anyone acting on its behalf, and (3) any claims that the goods and/or services, or Buyer's possession, use or sale of the goods and/or services, infringe upon any patents, trademarks, copyrights or other intellectual property rights of any third party.

Termination: Buyer may terminate this Order, in whole or in part, at any time by written notice, stating the extent and effective date of such termination. Upon receipt of such notice Seller will, as and to the extent directed by Buyer, stop work under this Order, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Buyer's sole liability to Seller in case of termination shall be reimbursement of Seller's expenses incurred up to and including the date and time of termination.

Limitation on Damages: In no event shall Buyer be responsible for consequential, incidental, indirect, punitive, exemplary or special damages including without limitation extra expense, loss of use of property, delay or lost profits, whether resulting from negligence, breach or otherwise and even if the possibility of such damages is foreseeable by Buyer.

Taxes: Unless otherwise expressly provided in the business terms of this Order, all taxes, duties, tolls, fees, import charges or other governmental exactions shall be deemed included in the purchase price, and Buyer shall have no liability to pay Seller any amount in excess of the purchase price specified herein.



Extension of Benefits: All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Order to the benefit of Buyer shall also apply to and for the benefit of all entities that are parent of, subsidiary to, affiliated with or under the same management or control as Buyer, as well as all directors, officers, employees and agents of said entities.

Vendor Code of Conduct: Seller shall refer to and comply with the Crowley Vendor Code of Conduct, a copy of which is available at www.crowley.com, which Vendor Code of Conduct is hereby incorporated by reference and made a part of this Order, as the same may be amended from time to time.

Confidentiality: All confidential information of Buyer disclosed to Seller in connection with this Order will remain the exclusive and confidential property of the Buyer. The Seller will not disclose the Buyer's confidential information and will use at least the same degree of care, discretion and diligence in protecting the Buyer's confidential information as it uses with respect to its own confidential information, but in no case less than reasonable care. Seller will limit access to Buyer's confidential information to its employees and authorized representatives with a need to know the confidential information to perform this Order and who are under a similar confidentiality agreement with Seller.

Seller shall be responsible for any breach of this confidentiality obligation by its employees or authorized representatives.

Prohibited Equipment and Services: Seller represents and warrants that the goods or services provided under this Order shall not include covered telecommunications equipment or services from prohibited Chinese sources as defined in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 and the rules and regulations promulgated thereunder. Seller further represents and warrants that all goods provided under this Order shall not contain asbestos and are in compliance with SOLAS Regulation II-1/3-5.

Miscellaneous

A notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

No waiver by the Buyer of any breach of the Order by the Seller shall be considered as a waiver of any



subsequent breach of the same or any other provision.

If any provision of the Order is held by any court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Order and the remainder of the provisions of the Order shall not be affected.

The Order shall be construed in accordance with, and all disputes shall be governed by, the laws of the State of Florida specifically including the provisions of the Uniform Commercial Code as adopted by that state, and the Seller agrees to submit to the jurisdiction of the courts of U.S. District Court for the Middle District of Florida located in Jacksonville in the event of any proceedings therein in connection herewith.

Independent Contractor: Seller shall determine the manner and method of performing any services under this Order and shall operate at all times as an independent contractor and not as an agent, partner or employee of Buyer.

Nature of Work: The nature and location of the services and all conditions which may affect its completion have been carefully inspected and considered by Seller, who assumes all risk of loss and unanticipated expense, however caused and whether or not foreseeable.

Safety, Health and Environmental: Seller shall refer to and comply with the Contractor Safety and Environmental Requirements, a copy of which is available at www.crowley.com, which Contractor Safety and Environmental Requirements are hereby incorporated by reference and made a part of this Order, as the same may be amended from time to time.

Cyber Security Reporting: The seller must take reasonable actions to contain, prevent, mitigate, and rectify a confirmed Security Incident and provide all reasonable cooperation, information, and resources that Crowley requests to investigate the confirmed Security Incident.

Unless otherwise required by law, Third Party must contact its Crowley business liaison and send an email to the Crowley Incident Reporting Center at CSIRT@Crowley.com promptly and without undue delay, preferably within twenty-four (24) but no later than seventy-two (72) hours after discovering or otherwise becoming aware of a confirmed Security Incident. Third Party must provide Crowley:



1. Prompt updates of any new material information; and
2. Regular periodic updates until completion of the Security Incident investigation.

Crowley reserves the right to take additional actions deemed necessary, including severing connectivity, until confirmation of containment or incident resolution is provided.

Within two (2) weeks of the completion of a Security Incident investigation, Third Party must provide their Crowley business liaison and CSIRT@Crowley.com with an executive summary, in writing, which generally includes the following:

- Description of the Security Incident;
- Timeline of the Security Incident indicating when significant events related to the Security Incident occurred;
- Suspected perpetrators of the Security Incident;
- Root cause of Security Incident;
- Crowley infrastructure or Crowley Information affected; and
- Completed corrective and preventive action plan (including appropriate remediation, accountability, and a target resolution date relative to the findings from the Security Incident investigation), and steps taken to prevent the Incident from occurring again in the future.



REQUIRED FLOW-DOWN CLAUSES

Clause Number	Title	Date	Applicability
FAR 52.203-13	Contractor Code of Business Ethics and Conduct	Nov-21	Subcontracts > \$6M and >120 days
FAR 52.203-19	Prohibition on Internal Confidentiality Agreements	Jan-17	All subcontracts
FAR 52.204-23	Prohibition on Kaspersky Lab Products	Nov-21	All subcontracts
FAR 52.204-25	Prohibition on Certain Telecom/Video Surveillance	Nov-21	All subcontracts
FAR 52.204-27	Prohibition on ByteDance Covered Applications	Jun-23	All subcontracts
FAR 52.219-8	Utilization of Small Business Concerns	Sep-23	Subcontracts offering further subcontracting opportunities
FAR 52.222-21	Prohibition of Segregated Facilities	Apr-15	All subcontracts
FAR 52.222-26	Equal Opportunity	Sep-16	All subcontracts
FAR 52.222-35	Equal Opportunity for Veterans	Jun-20	All subcontracts
FAR 52.222-36	Equal Opportunity for Workers with Disabilities	Jun-20	All subcontracts
FAR 52.222-37	Employment Reports on Veterans	Jun-20	All subcontracts
FAR 52.222-40	Notification of Employee Rights	Dec-10	Subcontracts > \$10K
FAR 52.222-41	Service Contract Labor Standards	Aug-18	Service subcontracts subject to SCA
FAR 52.222-50	Combating Trafficking in Persons	Nov-21	All subcontracts
FAR 52.222-54	Employment Eligibility Verification	May-22	Subcontracts > \$3,500 (except COTS)
FAR 52.222-55	Minimum Wages under EO 14026	Jan-22	Subcontracts subject to SCA
FAR 52.222-62	Paid Sick Leave under EO 13706	Jan-22	Subcontracts subject to SCA
FAR 52.224-3	Privacy Training	Jan-17	Subcontracts involving PII
FAR 52.225-26	Private Security Functions Outside U.S.	Oct-16	Subcontracts involving security services abroad
FAR 52.226-6	Excess Food Donation	Jun-20	Subcontracts involving food services
FAR 52.232-40	Accelerated Payments to Small Business Subcontractors	Mar-23	Subcontracts with small businesses
FAR 52.247-64	Preference for U.S.-Flag Vessels	Nov-21	Subcontracts for ocean transportation



PROVISIONS APPLICABLE ONLY TO GOODS.

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of goods hereunder.

Title: Title and risk of loss to the goods shall pass to Buyer upon Buyer's acceptance of delivery at the place specified in the business terms of this Order. Shipping tickets and/or packing slips must show in detail any goods shipped and must accompany all deliveries.

Crating, Cartage, Storage: No charges will be accepted by the Buyer for crating, boxing, cartage, storage or like services, unless specifically agreed to in writing prior to performance hereunder.

Warranties: Seller warrants clear and merchantable title to the goods free of any security interest, lien or encumbrance and that the goods, and Buyer's possession, use or sale of the goods, do not violate any patents, trademarks, copyrights or other intellectual property rights of any third parties. Seller further warrants that the goods shall be merchantable, of the quality specified, and shall be fit for the purposes intended. All implied warranties of the Uniform Commercial Code and warranties implied by usage of trade are reserved by Buyer and incorporated herein.

Transportation Costs: Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If this Order calls for payment of any transportation costs by Buyer, Buyer shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be accountable for and shall pay any excess transportation costs arising from Seller's failure to make delivery to the FOB point or to follow shipping instructions furnished by Buyer.

PROVISIONS APPLICABLE ONLY TO SERVICES.

In addition to the provisions of Part A above, the following terms and conditions shall apply to the sale of services hereunder.

Manner and Materials: Seller shall perform the services in a workmanlike manner at the location designated by Buyer in accordance with the specifications of Buyer. All plans, drawings, materials,



machinery, equipment, outfitting and workmanship involved in performance of the services shall be supplied by Seller and shall be of a quality conforming to the best commercial practice for services of this type.

Travel: Travel expenses shall be included in all proposals/quotations/change orders and shall be fully supported by receipts when invoicing for payment. Costs cannot exceed the minimum per diem rates listed on the website(s) [CONUS Per Diem Rates](#); [OCONUS Per Diem Rates](#). Per the GSA and JTR the reimbursable costs for the first and last travel days are limited to 75% of costs. NO MARKUPS ARE ALLOWED.

Warranties: Seller shall keep Buyer's property free and clear of all liens, security interests, encumbrances and claims of every nature, including statutory and maritime liens in favor of vendors, workmen, materialmen, subcontractors, or others arising by, through or under Seller. Seller shall discharge all such liens and other claims at once. Seller hereby waives all liens, whether possessory or otherwise, in its favor which would otherwise attach to Buyer's property. Seller shall correct to the satisfaction of Buyer all defects in workmanship or in deliverables or materials furnished by Seller hereunder, which may develop or become known within a period of one year (or other period as may be specified in the business terms of this Order) after completion of the services.

All deliverables, writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Seller in the course of performing the services for Buyer, together with any associated copyrights, are works made for hire and the exclusive property of Buyer. To the extent that any deliverables, writings or works of authorship may not, by operation of law, be works made for hire, this Order shall constitute an irrevocable assignment by Seller to Buyer of the ownership of and all rights of copyright in, such items, and Buyer shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. Seller shall give Buyer or its designees all assistance reasonably required to perfect such rights.

Care of Buyer's Property: At all times during the term of this Order, Seller shall protect Buyer's property from any and all damage. At all times while any of Buyer's property is on Seller's premises, Seller shall assume all risk of damage to or loss of such property (or of any machinery, equipment, deliverables, materials and outfitting obtained or intended for Buyer's property) from any cause



whatsoever except acts of God or the sole negligence of Buyer.

Insurance: Seller, at its sole cost and expense (including the cost of all deductibles), shall procure and maintain in force during the term of this Agreement the following insurance coverages which shall apply independently of indemnity obligations contained within these Terms and Conditions.

- A. Workers Compensation insurance as required by law for all employees, agents and subcontractors of Seller; and Employer's Liability insurance in an amount not less than \$1,000,000 each accident. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Seller is domiciled. If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers Compensation Act (including the Outer Continental Shelf Lands Act), the Jones Act, Admiralty Act, Death on the High Seas Act and/or other statutes applicable to maritime employees, Seller agrees to maintain insurance for such injuries or illnesses, and to provide evidence of such insurance as applicable.
1. Commercial General Liability insurance, on a per occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury and contractual liability; with watercraft exclusions deleted (and "in rem" coverage as may be applicable), at a minimum limit of \$1,000,000 any one accident or occurrence. In the event Seller's operations include minor ship repair or associated work, such policy must be amended to include a Ship Repairers Legal Liability Endorsement (or a separate policy must be written) at a minimum limit of \$1,000,000 any one accident or occurrence.
 2. Automobile Liability insurance, covering Seller's owned, rented, leased, non-owned and hired vehicles; limits of liability not less than \$1,000,000 any one occurrence.
 3. As applicable:
 1. If professional services or consulting services are being performed under this Agreement: Professional Liability/Errors & Omissions Liability insurance with limits not less than \$5,000,000 any one occurrence.
 2. With respect to the delivery of fuel or other hazardous products, or waste disposal operations performed by Seller: Pollution insurance or Environmental Impairment insurance with limits of liability not less than \$5,000,000 per occurrence, and any



other public liability or environmental impairment coverage required by federal, state or local regulatory authorities.

3. If the performance of the services requires the use of any aircraft that are owned, leased, rented or chartered by Seller or any of its subcontractors, Aircraft Liability or Non-Owned Aircraft Liability insurance shall be maintained, as applicable, with a minimum limit of \$5,000,000 per occurrence, including passengers and crew.

Should the services supplied under this Order include use of Seller's vessels: (a) Protection & Indemnity insurance to be evidenced through a full entry with an international P&I Club, including collision liability, tower's liability, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, removal of wreck, etc., subject to a minimum limit of liability of \$5,000,000 any one accident or occurrence. Alternatively, if a full entry in an international P&I Club is not available or applicable, maritime liability coverage should be evidenced on an SP-23 form or equivalent including collision liability, tower's liability and third -party statutory liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, wreck

/debris removal, subject to a minimum limit of liability of \$5,000,000. (b) Hull & Machinery insurance including collision liability with sistership clause unamended, with limits of liability at least equal to the full value of all vessels used in connection with performance of the services required under this Order, and with navigational limitations adequate for the Seller to perform the specified services. Where vessels engage in towing operations, said insurance shall include full tower's liability with sistership clause unamended.

The Workers Compensation/Employers Liability insurance policy shall be endorsed to waive all rights of subrogation against Buyer, (and the vessel, if applicable), and shall contain an "In Rem" endorsement, along with an endorsement providing Buyer with thirty (30) days advance written notice of cancellation. Sellers in states with "State Fund" Workers Compensation must provide proof of coverage through the State Fund.

All other policies shall be endorsed to name Buyer, its parent, subsidiary or affiliated companies and their shareholders, officers, directors, agents and employees (and the vessel, if applicable) as Additional Insureds with a Waiver of Subrogation, along with an endorsement providing Buyer with thirty (30) days advance written notice of cancellation.



In no event shall the amount or scope of insurance described herein place any limitation on the liability assumed by Seller, and should Seller maintain insurance limits higher than the limits listed above, Buyer shall benefit from those higher limits. Seller shall require its subcontractors performing hereunder to maintain insurance of the types and amounts required of Seller. Policies of Seller shall be primary to any insurance carried by or available to Buyer and any “other insurance” clauses under Seller’s policies shall be amended accordingly. Should Seller fail to procure or maintain any of these insurance coverages, or by any actor omission vitiate or invalidate any of the aforesaid insurance coverages, Seller shall pay to Buyer all losses and indemnify Buyer against all claims and demands which would otherwise have been covered by such insurance. Irrespective of the requirements as to insurance to be carried by Seller or their subcontractors as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Seller of any of its obligations.

Such insurance shall be written with Insurers carrying no less than a “B” rating from A.M. Best’s. Commencement of operations without receipt of the required Certificates of Insurance shall not constitute a waiver of the obligation of the Seller to maintain the required insurance coverages and to provide Buyer with Certificates of Insurance (at the following address).

Crowley Risk Management Department 9487 Regency Square Boulevard Jacksonville, FL32225

Email: vendor.insurance@crowley.com

Last updated: August 21, 2025



Clause No	Alternate	Version	Title	Applicability	Required Under \$250k and above	Only Required Over \$250k	Full Text Required	Flow down Requirement	Required for Commercial Procurements	Full Text
252.203-7001	Basic	Dec-08	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies.	The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial products, commercial services, or commercial components.	X		X	Mandatory (Exception)		FULL TEXT
252.203-7002	Basic	Jan-09	Requirement to Inform Employees of Whistleblower Rights.	Use this clause, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.		X	X	Mandatory		FULL TEXT
252.203-7002	Basic	Sep-13	Requirement to Inform Employees of Whistleblower Rights.	Use this clause, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.		X	X	Mandatory		FULL TEXT
252.203-7004	Basic	Aug-19	Display of Hotline Posters.	The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004 (b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.	X		X	Mandatory (Exception)		FULL TEXT
252.203-7004	Basic	Sep-11	Display of Hotline Posters.	The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004 (b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial product or commercial service.	X		X	Mandatory (Exception)		FULL TEXT
252.203-7997	Basic	Nov-15	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements	All solicitations, including solicitations for the acquisition of commercial products (including commercially available off-the-shelf items) and commercial services using FAR part 12 procedures, for acquisition of covered items.		X		Mandatory		ARCHIVE NOT AVAILABLE
252.204-7000	Basic	Dec-91	Disclosure of Information.	Use this clause in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.	When Applicable		X	Mandatory		FULL TEXT
252.204-7000	Basic	Oct-16	Disclosure of Information.	Use this clause in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.	When Applicable		X	Mandatory		FULL TEXT
252.204-7004		CURRENT	Antiterrorism Awareness Training for Contractors	Include the clause at 252.204-7004, DoD Antiterrorism Awareness Training for Contractors, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when contractor personnel require routine physical access to a Federally controlled facility or military installation.	X			Mandatory (Exception)		FULL TEXT
252.204-7009	Basic	Oct-16	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.204-7012	Basic	Dec-19	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Use this clause, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items*.		X	X	Mandatory	X	ARCHIVE NOT AVAILABLE

252.204-7012	Basic	Oct-16	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Use this clause, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items*.		X	X	Mandatory	X	FULL TEXT
252.204-7014	Basic	CURRENT	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	Use this clause in all solicitations and contracts that involve litigation support services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.	X		X	Mandatory	X	FULL TEXT
252.204-7015		CURRENT	Notice of Authorized Disclosure of Information for Litigation Support	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.	X		X	Mandatory		ARCHIVE NOT AVAILABLE
252.204-7020	Basic	Nov-20	NIST SP 800-171 DoD Assessment Requirements.	Use the clause at 252.204-7020, NIST SP 800-171 DoD Assessment Requirements, in all solicitations and contracts, task orders, or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items*.		X	X	Mandatory (Exception)		FULL TEXT
252.211-7003	Basic	Mar-16	Item Unique Identification and Valuation.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for supplies, and for services involving the furnishing of supplies, unless the conditions in 211.274-2(b) apply.		X	X	Mandatory (Exception)		FULL TEXT
252.211-7003	Basic	Sep-17	Item Unique Identification and Valuation.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for supplies, and for services involving the furnishing of supplies, unless the conditions in 211.274-2(b) apply.		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.215-7008	Basic	Oct-13	Only One Offer.	Use the provision at 252.215-7008, Only One Offer, in competitive solicitations that exceed the simplified acquisition threshold, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services.		X	X	Mandatory		ARCHIVE NOT AVAILABLE
252.215-7010	Alt I	CURRENT	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	The Offeror shall insert the substance of this provision, including this paragraph (e), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of— (1) Paragraph (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and (2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.		X	X	Mandatory		FULL TEXT
252.219-7003	Alt I	CURRENT	Small Business Subcontracting Plan (DoD Contracts).	Include the clause at DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a) and to have further subcontracting opportunities.	When Applicable	X	X	Mandatory (Exception)		FULL TEXT

252.219-7003	Basic	Dec-19	Small Business Subcontracting Plan (DoD Contracts).	Include the clause at DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program), in subcontracts with subcontractors that participate in the Test Program described in DFARS 219.702-70, if the subcontract is expected to exceed the applicable threshold specified in Federal Acquisition Regulation 19.702(a) and to have further subcontracting opportunities.	When Applicable	X	X	Mandatory (Exception)		FULL TEXT
252.219-7004	Basic	CURRENT	Small Business Subcontracting Plan (Test Program).	In contracts with contractors that have comprehensive subcontracting plans approved under the Test Program described in 219.702-70, including contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, use the clause at 252.219-7004, Small Business Subcontracting Plan (Test Program), instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts), FAR 52.219-9, Small Business Subcontracting Plan, and FAR 52.219-16, Liquidated Damages—Subcontracting Plan.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.222-7007	Basic	Jan-15	Representation Regarding Combating Trafficking In Persons	The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.		X		Mandatory		FULL TEXT
252.222-7999	DEV	Nov-20	Combating Race and Sex Stereotyping (DEVIATION 2021-00001)	All subcontracts that exceed \$10,000 and are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under E.O. 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.		X		Mandatory		FULL TEXT
252.223-7002	Basic	May-94	Safety Precautions for Ammunition and Explosives.	Use this clause in all solicitations and contracts for acquisition to which DFARS 223.370 applies.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.223-7008	Basic	CURRENT	Prohibition of Hexavalent Chromium.	Unless an exception in 223.7304 applies, or use has been authorized in accordance with 223.7305, use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for supplies, maintenance and repair services, or construction.	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
252.223-7999	DEV	Oct-21	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-00009)	The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.		X		Mandatory (Exception)		FULL TEXT
252.223-7999	Basic	Oct-21	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.				Mandatory (Exception)		FULL TEXT
252.225-7007	Basic	CURRENT	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.	Unless an exception in 225.770-3 applies, use the clause at 252.225-7007, Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies, in solicitations and contracts involving the delivery of items covered by the United States Munitions List or the 600 series of the Commerce Control List.		X	X	Mandatory (Exception)		FULL TEXT

252.225-7009	Basic	CURRENT	Restriction on Acquisition of Certain Articles Containing Specialty Metals.	<p>(1) The Contractor shall exclude and reserve paragraph (d) and this paragraph (e)(1) when flowing down this clause to subcontracts.</p> <p>(2) The Contractor shall insert paragraphs (a) through (c) and this paragraph (e)(2) of this clause in subcontracts, including subcontracts for commercial products, that are for items containing specialty metals to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting this clause in subcontracts, the Contractor shall—</p> <p>(i) Modify paragraph (c)(6) of this clause only as necessary to facilitate management of the minimal content exception at the prime contract level. The minimal content exception does not apply to specialty metals contained in high-performance magnets; and</p> <p>(ii) Not further alter the clause other than to identify the appropriate parties.</p>		X	X	Mandatory (Exception)		FULL TEXT
252.225-7013	Basic	May-16	Duty-Free Entry.	<p>(For DoD specific guidance see cell below) Use this clause instead of the clause at FAR 52.225-8. Do not use the clause for acquisitions of supplies that will not enter the customs territory of the United States.</p>		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.225-7016	Basic	CURRENT	Restriction on Acquisition of Ball and Roller Bearings.	<p>Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, unless—</p> <p>(a) The items being acquired are commercial products and commercial services other than ball or roller bearings acquired as end items;</p> <p>(b) The items being acquired do not contain ball and roller bearings; or</p> <p>(c) A waiver has been granted in accordance with 225.7009-4.</p>		X	X	Mandatory (Exception)		FULL TEXT
252.225-7025	Basic	Dec-09	Restriction on Acquisition of Forgings.	<p>Use this clause in solicitations and contracts, unless—</p> <p>(a) The supplies being acquired do not contain any of the items listed in 225.7102-1; or</p> <p>(b) An exception in 225.7102-2 applies. If an exception applies to only a portion of the acquisition, specify the excepted portion in the solicitation and contract.</p>	When Applicable		X	Mandatory (Exception)		FULL TEXT

252.225-7039	Basic	CURRENT	Defense Contractors Performing Private Security Functions Outside the United States.	Use this clause instead of FAR clause 52.225-26, Contractors Performing Private Security Functions Outside the United States, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when private security functions are to be performed outside the United States in— (1) Contingency operations; (2) Combat operations, as designated by the Secretary of Defense; (3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense, and only upon agreement of the Secretary of Defense and the Secretary of State; (4) Peace operations, consistent with Joint Publication 3-07.3; or (5) Other military operations or military exercises, when designated by the Combatant Commander.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.225-7048	Basic	Jun-13	Export-Controlled Items.	Use this clause in all solicitations and contracts.	When Applicable		X	Mandatory		FULL TEXT
252.225-7052	Basic	CURRENT	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	As prescribed in 225.7018-5, unless acquiring items outside the United States for use outside the United States or a nonavailability determination has been made in accordance with 225.7018-4, use the clause at 252.225-7052, Restriction on Acquisition of Certain Magnets, Tantalum, and Tungsten, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that exceed the simplified acquisition threshold.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.225-7975	DEV	Nov-19	Additional Access to Contractor and Subcontractor Records. (DEVIATION 2020-00022)	The substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.225-7976	DEV	CURRENT	Contractor Personnel Performing in Japan. (DEVIATION 2018-00019)	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that will require contractor personnel to perform in Japan.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.225-7980	DEV	CURRENT	Contractor Personnel Performing in the United States Africa Command Area of Responsibility. (DEVIATION 2016-00008)	Use the clause 252.225-7980, Contractor Personnel Performing in the United States Africa Command Area of Responsibility (DEVIATION 2016-00008) (JUN 2016), in lieu of the clause at DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in the United States Africa Command (AFRICOM) area of responsibility.	When Applicable		X	Mandatory (Exception)		FULL TEXT



252.225-7981	DEV	Sep-15	Additional Access to Contractor and Subcontractor Records	Contracts valued at more than \$50,000, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that are to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command (USCENTCOM) theater of operations.		X		Mandatory		ARCHIVE NOT AVAILABLE
252.225-7987	DEV	CURRENT	Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-00004)	Contracting officers shall use clause 252.225-7987 Requirements for Contractor Personnel Performing in the U.S. Southern Command Area of Responsibility (DEVIATION 2021-00004), in solicitations and contracts that require performance in the U.S. Southern Command (USSOUTHCOM) area of responsibility.	When Applicable		X	Mandatory		FULL TEXT
252.225-7993	DEV	Nov-19	Prohibition on Providing Funds to the Enemy (DEVIATION 2020-00001)	Incorporate the following clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services with an estimated value in excess of \$50,000, that will be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.225-7995	DEV	CURRENT	Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-00004)	Use this clause, in lieu of the clause at DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts that will require contractor personnel to perform in the United States Central Command area of responsibility.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.226-7001	Basic	Apr-19	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	As prescribed in 226.104, use the clause at 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for supplies or services exceeding \$500,000 in value.	When Applicable		X	Mandatory		ARCHIVE NOT AVAILABLE
252.226-7001	Basic	Sep-04	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	As prescribed in 226.104, use the clause at 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns, in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for supplies or services exceeding \$500,000 in value.	When Applicable		X	Mandatory		ARCHIVE NOT AVAILABLE
252.227-7013	Alt I	CURRENT	Rights in Technical Data—Other Than Commercial Products and Commercial Services.	Use the clause with its Alternate II in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the development or delivery of a vessel design or any useful article embodying a vessel design.	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
252.227-7013	Basic	Feb-14	Rights in Technical Data—Noncommercial Items.	Use the clause with its Alternate II in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the development or delivery of a vessel design or any useful article embodying a vessel design.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE
252.227-7015	Basic	CURRENT	Technical Data—Commercial Items.	Except as provided in 227.7102-4(b), use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when the contractor will be required to deliver technical data pertaining to commercial products and commercial services, components, or processes.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE

252.227-7016	Basic	Jan-11	Rights in Bid or Proposal Information.	Except as provided in 227.7102-4(b), use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when the contractor will be required to deliver technical data pertaining to commercial products and commercial services, components, or processes.	When Applicable		X	Mandatory		ARCHIVE NOT AVAILABLE
252.227-7025	Basic	May-13	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	Use this clause in solicitations and contracts when it is anticipated that the Government will provide the contractor (other than a litigation support contractor covered by 252.204-7014), for performance of its contract, technical data marked with another contractor's restrictive legend(s).	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.227-7037	Basic	Sep-16	Validation of Restrictive Markings on Technical Data.	Use this clause in solicitations and contracts that include the clause at 252.227-7014 when the contractor will be required to deliver noncommercial computer software documentation (technical data). The clause implements statutory requirements under 10 U.S.C. 2321. Paragraph (e) of the clause contains information that must be included in a formal challenge.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE
252.229-7015	Alt I	CURRENT	Taxes-Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement).	The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts including subcontracts for commercial products or commercial services.	When Applicable		X	Mandatory		ARCHIVE NOT AVAILABLE
252.229-7015	Basic	CURRENT	Taxes-Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement).	The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts including subcontracts for commercial products or commercial services.		X		Mandatory		FULL TEXT
252.237-7010	Basic	Nov-10	Prohibition on Interrogation of Detainees by Contractor Personnel.	Insert this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the provision of services.	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.237-7010	Basic	Jun-13	Prohibition on Interrogation of Detainees by Contractor Personnel.	Insert this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the provision of services.	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
252.237-7010		23-Jan	Prohibition on Interrogation of Detainees by Contractor Personnel	Insert this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the provision of services.	X			Mandatory (Exception)		FULL TEXT
252.237-7019	Basic	CURRENT	Training for Contractor Personnel Interacting with Detainees.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for the acquisition of services if— (a) The clause at 252.225-7040, Contractor Personnel Supporting U.S. Armed Force(s) Deployed Outside the United States, is included in the solicitation or contract; or (b) The services will be performed at a facility holding detainees, and contractor personnel in the course of their duties may be expected to interact with the detainees.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.237-7023	Basic	Oct-10	Continuation of Essential Contractor Services .	Use this clause in all solicitations and contracts for services that are in support of mission-essential functions.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.239-7010	Basic	CURRENT	Cloud Computing Services.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for information technology services.	When Applicable		X	Mandatory (Exception)		FULL TEXT
252.239-7016	Basic	Dec-91	Telecommunications Security Equipment, Devices, Techniques, and Services.	Use this clause in solicitations and contracts when performance of a contract requires secure telecommunications.	When Applicable		X	Mandatory (Exception)		FULL TEXT

252.244-7000	Basic	Jun-13	Subcontracts for Commercial Items.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.	When Applicable	X	Mandatory	X	ARCHIVE NOT AVAILBLE
252.246-7003	Basic	CURRENT	Notification of Potential Safety Issues.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for the acquisition of— (1) Repairable or consumable parts identified as critical safety items; (2) Systems and subsystems, assemblies, and subassemblies integral to a system; or (3) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.	When Applicable	X	Mandatory (Exception)		FULL TEXT
252.246-7008	Basic	CURRENT	Sources of Electronic Parts.	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, when procuring— (1) Electronic parts; (2) End items, components, parts, or assemblies containing electronic parts; or (3) Services, if the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service.	When Applicable	X	Mandatory (Exception)		FULL TEXT
252.247-7003		CURRENT	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that are for carriage in which a motor carrier, broker, or freight forwarder will provide or arrange truck transportation services that provide for a fuel-related adjustment.	X		Mandatory (Exception)		FULL TEXT
252.247-7023	Alt I	CURRENT	Transportation of Supplies by Sea.	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, except those for direct purchase of ocean transportation services. (2) Use the alternate I clause if any of the supplies to be transported are commercial products and commercial services that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract.	When Applicable	X	Mandatory	When Applicable	FULL TEXT



52.247-7023	Alt II	CURRENT	Transportation of Supplies by Sea.	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, except those for direct purchase of ocean transportation services. (3) Use the alternate II clause if any of the supplies to be transported are commercial products and commercial services that are commissary or exchange cargoes transported outside of the Defense Transportation System (10 U.S.C. 2643), when the contract is not a construction contract.	When Applicable		X	Mandatory	When Applicable	FULL TEXT
52.247-7023	Basic	Feb-19	Transportation of Supplies by Sea.	Use this clause in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, except those for direct purchase of ocean transportation services. (2) Use the alternate I clause if any of the supplies to be transported are commercial products and commercial services that are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations when the contract is not a construction contract.	When Applicable		X	Mandatory	When Applicable	ARCHIVE NOT AVAILABLE
52.203-12	Basic	Jun-20	Limitation on Payments to Influence Certain Federal Transactions.	Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.	When Applicable		X	Mandatory		FULL TEXT
52.203-12	Basic	Oct-10	Limitation on Payments to Influence Certain Federal Transactions.	Insert the clause at 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.		X		Mandatory	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Apr-10	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Jun-20	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X		Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-13	Basic	Oct-15	Contractor Code of Business Ethics and Conduct.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X		Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.203-15	Basic	Jun-10	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	Use the clause at 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 in all solicitations and contracts funded in whole or in part with Recovery Act funds.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.203-16	Basic	Dec-11	Preventing Personal Conflicts of Interest.	The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts— (1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; and (2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE

52.203-17	Basic	Apr-14	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	As prescribed in 3.906, The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights, in all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900 (a)).		X		Mandatory		ARCHIVE NOT AVAILABLE
52.203-17	Basic	Jun-20	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	As prescribed in 3.906, The contracting officer shall insert the clause at 52.203-17, Contractor Employee Whistleblower Rights, in all solicitations and contracts, except solicitations and contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community (see 3.900 (a)).		X	X	Mandatory		ARCHIVE NOT AVAILABLE
52.203-19	Basic	Jan-17	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	When using funding subject to the prohibitions in 3.909-1(a), the contracting officer shall— (b)(1) Include the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements, in all solicitations and resultant contracts, other than personal services contracts with individuals. (2) Modify existing contracts, other than personal services contracts with individuals, to include the clause before obligating FY 2015 or subsequent FY funds that are subject to the same prohibition on internal confidentiality agreements or statements.	When Applicable		X	Mandatory	X	FULL TEXT
52.203-6	Alt I	Oct-95	Restrictions on Subcontractor Sales to the Government.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
52.203-6	Basic	Jun-20	Restrictions on Subcontractor Sales to the Government.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)		FULL TEXT
52.203-6	Basic	Sep-06	Restrictions on Subcontractor Sales to the Government.	As prescribed in 3.1004 (a), insert the clause at FAR 52.203-13, Contractor Code of Business Ethics and Conduct, in solicitations and contracts if the value of the contract is expected to exceed \$6 million and the performance period is 120 days or more.		X	X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
52.203-7	Basic	Jun-20	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		FULL TEXT
52.203-7	Basic	May-14	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		ARCHIVE NOT AVAILABLE
52.203-7	Basic	Oct-10	Anti-Kickback Procedures.	The contracting officer shall insert the clause at 52.203-7, Anti-Kickback Procedures, in solicitations and contracts exceeding \$150,000, other than those for commercial products or commercial services (see part 12).		X	X	Mandatory		ARCHIVE NOT AVAILABLE
52.204-2	Basic	Aug-96	Security Requirements.	The contracting officer shall insert the clause at 52.204-2, Security Requirements, in solicitations and contracts when the contract may require access to classified information, unless the conditions specified in paragraph (d) of this section apply.	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE

52.204-21	Basic	Jun-16	Basic Safeguarding of Covered Contractor Information Systems.	The contracting officer shall insert the clause at 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, in solicitations and contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system. This clause is not applicable for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.	When Applicable		X	Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.204-23	Basic	Jul-18	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	The contracting officer shall insert the clause at 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, in all solicitations and contracts.	X		X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.204-25	Basic	Aug-19	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	The contracting officer shall insert the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all solicitations and contracts.	X		X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.204-25	Basic	Aug-20	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	The contracting officer shall insert the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, in all solicitations and contracts.	X		X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.204-9	Basic	Jan-11	Personal Identity Verification of Contractor Personnel.	As prescribed in 4.1303, the contracting officer shall insert the clause at 52.204-9, Personal Identity Verification of Contractor Personnel, in solicitations and contracts when contract performance requires contractors to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.209-6	Basic	Dec-10	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	The contracting officer shall insert the clause at 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$35,000.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE
52.209-6	Basic	Jun-20	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	The contracting officer shall insert the clause at 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$35,000.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE
52.209-6	Basic	Oct-15	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	The contracting officer shall insert the clause at 52.209-6, Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$35,000.	When Applicable		X	Mandatory (Exception)	When Applicable	ARCHIVE NOT AVAILABLE
52.215-12	Basic	Oct-10	Subcontractor Certified Cost or Pricing Data.	52.215-12 Subcontractor Certified Cost or Pricing Data (2018-00015) Deviation (MAY 2018). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt.		X	X	Mandatory (Exception)		FULL TEXT
52.215-19	Basic	Oct-97	Notification of Ownership Changes.	The contracting officer shall insert this clause in solicitations and contracts for which it is contemplated that certified cost or pricing data will be required or for which any prewar or post award cost determination will be subject to Subpart 31.2.	When Applicable		X	Mandatory (Exception)		FULL TEXT

52.215-2	Basic	Jun-20	Audit and Records-Negotiation.	<p>The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and—</p> <p>(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable type or any combination of these;</p> <p>(2) For which certified cost or pricing data are required; or</p> <p>(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.</p> <p>The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.</p>	When Applicable	X	X	Mandatory (Exception)		FULL TEXT
52.215-2	Basic	Oct-10	Audit and Records—Negotiation.	<p>The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and—</p> <p>(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-predeterminable type or any combination of these;</p> <p>(2) For which certified cost or pricing data are required; or</p> <p>(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.</p> <p>The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.</p>		X		Mandatory (Exception)		FULL TEXT
52.222-21	Basic	Apr-15	Prohibition of Segregated Facilities.	The contracting officer shall insert this clause in the solicitation and contract when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-21	Basic	Feb-99	Prohibition of Segregated Facilities.	The contracting officer shall insert this clause in the solicitation and contract when a contract is contemplated that will include the clause at 52.222-26, Equal Opportunity.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-26	Basic	Mar-07	Equal Opportunity.	The contracting officer shall insert this clause in solicitations and contracts (see 22.802) unless the contract is exempt from all of the requirements of E.O. 11246 (see 22.807(a)).	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-26	Basic	Sep-15	Equal Opportunity.	The contracting officer shall insert this clause in solicitations and contracts (see 22.802) unless the contract is exempt from all of the requirements of E.O. 11246 (see 22.807(a)).	When Applicable		X	Mandatory (Exception)	X	ARCHIVE NOT AVAILABLE
52.222-26	Basic	Sep-16	Equal Opportunity.	The contracting officer shall insert this clause in solicitations and contracts (see 22.802) unless the contract is exempt from all of the requirements of E.O. 11246 (see 22.807(a)).	When Applicable		X	Mandatory (Exception)	X	FULL TEXT

52.222-35	Basic	Jun-20	Equal Opportunity for Veterans.	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts if the expected value is \$150,000 or more, except when— (i) Work is performed outside the United States by employees recruited outside the United States; or (ii) The Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, has waived, in accordance with 22.1305(a), or the head of the agency has waived, in accordance with 22.1305(b), all of the terms of the clause.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-35	Basic	Sep-10	Equal Opportunity for Veterans.	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts if the expected value is \$150,000 or more, except when— (i) Work is performed outside the United States by employees recruited outside the United States; or (ii) The Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, has waived, in accordance with 22.1305(a), or the head of the agency has waived, in accordance with 22.1305(b), all of the terms of the clause.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-36	Basic	Jun-20	Equal Opportunity for Workers with Disabilities.	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts that exceed or are expected to exceed \$15,000, except when— (1) Both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island; or (2) The Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-36	Basic	Oct-10	Equal Opportunity for Workers with Disabilities.	(NOTE: Agencies should use this clause with its Alternate in all contracts which specifically provide relief efforts for the Coronavirus) Insert this clause in solicitations and contracts that exceed or are expected to exceed \$15,000, except when— (1) Both the performance of the work and the recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island; or (2) The Director of OFCCP or agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-37	Basic	Feb-16	Employment Reports on Veterans.	Insert this clause in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans.		X	X	Mandatory	X	FULL TEXT
52.222-37	Basic	Jun-20	Employment Reports on Veterans.	Insert this clause in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans.		X	X	Mandatory	X	FULL TEXT
52.222-37	Basic	Sep-10	Employment Reports on Veterans.	Insert this clause in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans.		X	X	Mandatory (Exception)	X	FULL TEXT

52.222-4	Basic	Mar-18	Contract Work Hours and Safety Standards -Overtime Compensation.	Insert this clause in solicitations and contracts (including, for this purpose, basic ordering agreements) when the contract may require or involve the employment of laborers or mechanics. However, do not include the clause in solicitations and contracts— (a) Valued at or below \$150,000; (b) For commercial products and commercial services; (c) For transportation or the transmission of intelligence; (d) To be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331) (29 CFR 5.15); (e)) For work to be done solely in accordance with 41 U.S.C. chapter 65, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (see subpart 22.6); (f) For supplies that include incidental services that do not require substantial employment of laborers or mechanics; or (g) Exempt under regulations of the Secretary of Labor (29 CFR 5.15).	When Applicable	X	Mandatory (Exception)		ARCHIVE NOT AVAILBLE
52.222-4	Basic	May-14	Contract Work Hours and Safety Standards —Overtime Compensation.	Insert this clause in solicitations and contracts (including, for this purpose, basic ordering agreements) when the contract may require or involve the employment of laborers or mechanics. However, do not include the clause in solicitations and contracts— (a) Valued at or below \$150,000; (b) For commercial products and commercial services; (c) For transportation or the transmission of intelligence; (d) To be performed outside the United States, Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331) (29 CFR 5.15); (e)) For work to be done solely in accordance with 41 U.S.C. chapter 65, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (see subpart 22.6); (f) For supplies that include incidental services that do not require substantial employment of laborers or mechanics; or (g) Exempt under regulations of the Secretary of Labor (29 CFR 5.15).	When Applicable	X	Mandatory (Exception)		FULL TEXT
52.222-40	Basic	Dec-10	Notification of Employee Rights Under the National Labor Relations Act.	As prescribed in 22.1605, insert the clause at 52.222-40, Notification of Employee Rights under the National Labor Relations Act, in all solicitations and contracts, including acquisitions for commercial products, commercial services, and commercially available off-the-shelf items, except acquisitions-	When Applicable	X	Mandatory (Exception)	X	FULL TEXT

52.222-41	Basic	Aug-18	Service Contract Labor Standards.	<p>(1) The contracting officer shall insert this clause in solicitations and contracts (except as provided in paragraph (a)(2) of this section) if the contract is subject to the Service Contract Labor Standards statute and is—</p> <p>(i) Over \$2,500; or</p> <p>(ii) For an indefinite dollar amount and the contracting officer does not know in advance that the contract amount will be \$2,500 or less.</p> <p>(2) The contracting officer shall not insert this clause (or any of the associated Service Contract Labor Standards statute clauses as prescribed in this section for possible use when 52.222-41 applies) in the resultant contract if—</p> <p>(i) The solicitation includes the provision at—</p> <p>(A) 52.222-48, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification;</p> <p>(B) 52.222-52, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Certain Services—Certification; or</p> <p>(C) Either of the comparable certifications is checked as applicable in the provision at 52.204-8(c)(2) or 52.212-3(k); and</p> <p>(ii) The contracting officer has made the determination, in accordance with paragraphs (c)(3) or (e)(3) of subsection 22.1003-4, that the Service Contract Labor Standards statute does not apply to the contract. (In such case, insert the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, or</p>	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.222-41	Basic	May-14	Service Contract Labor Standards.	<p>(1) The contracting officer shall insert this clause in solicitations and contracts (except as provided in paragraph (a)(2) of this section) if the contract is subject to the Service Contract Labor Standards statute and is—</p> <p>(i) Over \$2,500; or</p> <p>(ii) For an indefinite dollar amount and the contracting officer does not know in advance that the contract amount will be \$2,500 or less.</p> <p>(2) The contracting officer shall not insert this clause (or any of the associated Service Contract Labor Standards statute clauses as prescribed in this section for possible use when 52.222-41 applies) in the resultant contract if—</p> <p>(i) The solicitation includes the provision at—</p> <p>(A) 52.222-48, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification;</p> <p>(B) 52.222-52, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Certain Services—Certification; or</p> <p>(C) Either of the comparable certifications is checked as applicable in the provision at 52.204-8(c)(2) or 52.212-3(k); and</p> <p>(ii) The contracting officer has made the determination, in accordance with paragraphs (c)(3) or (e)(3) of subsection 22.1003-4, that the Service Contract Labor Standards statute does not apply to the contract. (In such case, insert the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, or</p>	When Applicable		X	Mandatory (Exception)		FULL TEXT

52.222-41	Basic	Nov-07	Service Contract Labor Standards.	<p>(1) The contracting officer shall insert this clause in solicitations and contracts (except as provided in paragraph (a)(2) of this section) if the contract is subject to the Service Contract Labor Standards statute and is—</p> <p>(i) Over \$2,500; or</p> <p>(ii) For an indefinite dollar amount and the contracting officer does not know in advance that the contract amount will be \$2,500 or less.</p> <p>(2) The contracting officer shall not insert this clause (or any of the associated Service Contract Labor Standards statute clauses as prescribed in this section for possible use when 52.222-41 applies) in the resultant contract if—</p> <p>(i) The solicitation includes the provision at—</p> <p>(A) 52.222-48, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification;</p> <p>(B) 52.222-52, Exemption from Application of the Service Contract Labor Standards statute to Contracts for Certain Services—Certification; or</p> <p>(C) Either of the comparable certifications is checked as applicable in the provision at 52.204-8(c)(2) or 52.212-3(k); and</p> <p>(ii) The contracting officer has made the determination, in accordance with paragraphs (c)(3) or (d)(3) of subsection 22.1003-4, that the Service Contract Labor Standards statute does not apply to the contract. (In such case, insert the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, or</p>	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.222-50	Alt I	Mar-15	Combating Trafficking in Persons.	Use the clause with its Alternate I when the contract will be performed outside the United States (as defined at 22.1702) and the contracting officer has been notified of specific U.S. directives or notices regarding combating trafficking in persons (such as general orders or military listings of "off-limits" local establishments) that apply to contractor employees at the contract place of performance.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.222-50	Basic	Feb-09	Combating Trafficking in Persons.	Insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory	X	FULL TEXT
52.222-50	Basic	Jan-19	Combating Trafficking in Persons.	Insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory	X	FULL TEXT
52.222-50	Basic	Oct-20	Combating Trafficking in Persons.	Insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory	X	FULL TEXT
52.222-51	Basic	May-14	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.	<p>The contracting officer shall insert this clause—</p> <p>(i) In solicitations that include the provision at 52.222-48, or the comparable provision is checked as applicable in the clause at 52.204-8(c)(2) or 52.212-3(k)(1); and</p> <p>(ii) In resulting contracts in which the contracting officer has determined, in accordance with 22.1003-4(c)(3), that the Service Contract Labor Standards statute does not apply.</p>	When Applicable		X	Mandatory		FULL TEXT
52.222-53	Basic	May-14	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements.	<p>The contracting officer shall insert this clause—</p> <p>(i) In solicitations that include the provision at 52.222-52, or the comparable provision is checked as applicable in 52.204-8(c)(2) or 52.212-3(k)(2); and</p> <p>(ii) In resulting contracts in which the contracting officer has determined, in accordance with 22.1003-4(d)(3), that the Service Contract Labor Standards statute does not apply.</p>	When Applicable		X	Mandatory		FULL TEXT



52.222-54	Basic	Aug-13	Employment Eligibility Verification.	<p>Insert this clause in all solicitations and contracts that exceed \$150,000, except those that—</p> <p>(a) Are only for work that will be performed outside the United States;</p> <p>(b) Are for a period of performance of less than 120 days; or</p> <p>(c) Are only for—</p> <p>(1) Commercially available off-the-shelf items;</p> <p>(2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of “commercial product” at 2.101);</p> <p>(3) Items that would be COTS items if they were not bulk cargo; or</p> <p>(4) Commercial services that are—</p> <p>(i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);</p> <p>(ii) Performed by the COTS provider; and</p> <p>(iii) Are normally provided for that COTS item.</p>	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
52.222-54	Basic	Jan-09	Employment Eligibility Verification.	<p>Insert this clause in all solicitations and contracts that exceed \$150,000, except those that—</p> <p>(a) Are only for work that will be performed outside the United States;</p> <p>(b) Are for a period of performance of less than 120 days; or</p> <p>(c) Are only for—</p> <p>(1) Commercially available off-the-shelf items;</p> <p>(2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of “commercial product” at 2.101);</p> <p>(3) Items that would be COTS items if they were not bulk cargo; or</p> <p>(4) Commercial services that are—</p> <p>(i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);</p> <p>(ii) Performed by the COTS provider; and</p> <p>(iii) Are normally provided for that COTS item.</p>	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
52.222-54	Basic	Oct-15	Employment Eligibility Verification.	<p>Insert this clause in all solicitations and contracts that exceed \$150,000, except those that—</p> <p>(a) Are only for work that will be performed outside the United States;</p> <p>(b) Are for a period of performance of less than 120 days; or</p> <p>(c) Are only for—</p> <p>(1) Commercially available off-the-shelf items;</p> <p>(2) Items that would be COTS items, but for minor modifications (as defined at paragraph (3)(ii) of the definition of “commercial product” at 2.101);</p> <p>(3) Items that would be COTS items if they were not bulk cargo; or</p> <p>(4) Commercial services that are—</p> <p>(i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);</p> <p>(ii) Performed by the COTS provider; and</p> <p>(iii) Are normally provided for that COTS item.</p>	When Applicable		X	Mandatory	When Applicable	FULL TEXT
52.222-55	Basic	Dec-14	Minimum Wages for Contractor Workers Under Executive Order 14026.	<p>(See DoD special instructions below.) Insert this clause in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia).</p>		X	X	Mandatory (Exception)	X	FULL TEXT

52.222-55	Basic	Dec-15	Minimum Wages Under Executive Order 13658.	(See DoD special instructions below.) Insert this clause in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia).		X	X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.222-55	Basic	Nov-20	Minimum Wages Under Executive Order 13658.	(See DoD special instructions below.) Insert this clause in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia).		X	X	Mandatory	X	FULL TEXT
52.222-62	Basic	Jan-17	Paid Sick Leave Under Executive Order 13706.	Insert this clause in solicitations and contracts that include the clause at 52.222-6, Construction Wage Rate Requirements, or 52.222-41, Service Contract Labor Standards, where work is to be performed, in whole or in part, in the United States (the 50 States and the District of Columbia).	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.223-18	Basic	Aug-11	Encouraging Contractor Policies to Ban Text Messaging While Driving.	The contracting officer shall insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory		FULL TEXT
52.223-18	Basic	Jun-20	Encouraging Contractor Policies to Ban Text Messaging While Driving.	The contracting officer shall insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory		ARCHIVE NOT AVAILABLE
52.223-7	Basic	Jan-97	Notice of Radioactive Materials.	This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.224-2	Basic	Apr-84	Privacy Act.	The contracting officer shall insert this clause in solicitations and contracts when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
52.224-3	Alt I	Jan-17	Privacy Training.	When an agency specifies that only its agency-provided training is acceptable, use the clause with its Alternate I.	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
52.224-3	Basic	Jan-17	Privacy Training.	The contracting officer shall insert this clause in solicitations and contracts when, on behalf of the agency, contractor employees will— (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT
52.225-13	Basic	Jun-08	Restrictions on Certain Foreign Purchases.	Insert this clause in solicitations and contracts, unless an exception applies.	When Applicable		X	Mandatory		FULL TEXT

52.225-19	Basic	Mar-08	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.	(See DFARS 225.301-4 (cell below) for further instructions on the use of this clause in DoD). Insert this clause in solicitations and contracts, other than personal service contracts with individuals, that will require contractor personnel to perform outside the United States— (a) In a designated operational area during— (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or military exercises, when designated by the combatant commander; or (b) When supporting a diplomatic or consular mission— (1) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or (2) That the contracting officer determines is a post at which application of this clause is appropriate.	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.225-26	Basic	Oct-16	Contractors Performing Private Security Functions Outside the United States.	(NOTE: Pursuant to DFARS 225.302-6 (cell below), this clause is not for DoD use). (a) Use this clause in solicitations and contracts for performance outside the United States in an area of— (i) Combat operations, as designated by the Secretary of Defense; or (ii) Other significant military operations, as designated by the Secretary of Defense and only upon agreement of the Secretary of Defense and the Secretary of State. (b) The clause is not required to be used for— (1) Contracts entered into by elements of the intelligence community in support of intelligence activities; or (2) Temporary arrangements entered into by non-DoD contractors for the performance of private security functions by individual indigenous personnel not affiliated with a local or expatriate security company.	Optional		X	Mandatory (Exception)	X	FULL TEXT
52.226-6	Basic	Jun-20	Promoting Excess Food Donation to Nonprofit Organizations.	Insert this clause in solicitations and contracts greater than \$30,000 for the provision, service, or sale of food in the United States.	When Applicable		X	Mandatory		FULL TEXT
52.227-1	Basic	Dec-07	Authorization and Consent.	Insert this clause in solicitations and contracts except that use of the clause is— (i) Optional when using simplified acquisition procedures; and (ii) Prohibited when both complete performance and delivery are outside the United States.	When Applicable		X	Mandatory		FULL TEXT
52.227-1	Basic	Jun-20	Authorization and Consent.	Insert this clause in solicitations and contracts except that use of the clause is— (i) Optional when using simplified acquisition procedures; and (ii) Prohibited when both complete performance and delivery are outside the United States.	When Applicable		X	Mandatory		FULL TEXT
52.227-2	Basic	Dec-07	Notice and Assistance Regarding Patent and Copyright Infringement.	Insert this clause in all solicitations and contracts that include the clause at 52.227-1, Authorization and Consent.	When Applicable		X	Mandatory		FULL TEXT
52.227-2	Basic	Jun-20	Notice and Assistance Regarding Patent and Copyright Infringement.	Insert this clause in all solicitations and contracts that include the clause at 52.227-1, Authorization and Consent.	When Applicable		X	Mandatory		FULL TEXT
52.228-3	Basic	Jul-14	Workers' Compensation Insurance (Defense Base Act).	The contracting officer shall insert this clause in solicitations and contracts when the Defense Base Act applies (see 28.305) and— (1) The contract will be a public-work contract performed outside the United States; or (2) The contract will be approved or financed under the Foreign Assistance Act of 1961 (Pub. L. 87-195) and is not excluded by 28.305(b)(2).	When Applicable		X	Mandatory (Exception)		FULL TEXT

52.230-2	Basic	Oct-15	Cost Accounting Standards.	The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.		X	X	Mandatory (Exception)		FULL TEXT
52.232-40	Basic	Dec-13	Providing Accelerated Payments to Small Business Subcontractors.	Insert this clause in all solicitations and contracts.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.232-99	DEV	Aug-12	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.		X		Mandatory		FULL TEXT
52.244-6	Basic	Dec-10	Subcontracts for Commercial Products and Commercial Services.	The contracting officer shall insert this clause in solicitations and contracts other than those for commercial products and commercial services.	When Applicable		X	Mandatory	X	FULL TEXT
52.244-6	Basic	Nov-11	Subcontracts for Commercial Products and Commercial Services.	The contracting officer shall insert this clause in solicitations and contracts other than those for commercial products and commercial services.	When Applicable		X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.244-6	Basic	Oct-20	Subcontracts for Commercial Items.	The contracting officer shall insert this clause in solicitations and contracts other than those for commercial products and commercial services.	When Applicable		X	Mandatory	X	ARCHIVE NOT AVAILABLE
52.244-6	Basic	Aug 2019	Subcontracts for Commercial Items.	The contracting officer shall insert this clause in solicitations and contracts other than those for commercial products and commercial services.		X		Mandatory		FULL TEXT
52.245-1	Alt I	Apr-12	Government Property.	(See DFARS 245.107(1) and 237.7003(c) in the cells below for further instructions on the use of this clause in DoD). The contracting officer shall use the clause with its Alternate I in contracts other than those identified in FAR 45.104(a), Responsibility and Liability for Government Property.	When Applicable		X	Mandatory (Exception)		FULL TEXT

52.245-1	Basic	Apr-12	Government Property.	<p>See DFARS 245.107(1) (cell below) for further instructions on the use of this clause in DoD.</p> <p>(a)(1) Except as provided in paragraph (d) of this section, the contracting officer shall insert this clause in—</p> <p>(i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts.</p> <p>(ii) Fixed-price solicitations and contracts when the Government will provide Government property.</p> <p>(iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.</p> <p>(d) Purchase orders for property repair need not include a Government property clause when the unit acquisition cost of Government property to be repaired does not exceed the simplified acquisition threshold, unless other Government property (not for repair) is provided.</p>	When Applicable	X	Mandatory (Exception)		FULL TEXT
52.245-1	Basic	Jan-17	Government Property.	<p>See DFARS 245.107(1) (cell below) for further instructions on the use of this clause in DoD.</p> <p>(a)(1) Except as provided in paragraph (d) of this section, the contracting officer shall insert this clause in—</p> <p>(i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts.</p> <p>(ii) Fixed-price solicitations and contracts when the Government will provide Government property.</p> <p>(iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.</p> <p>(d) Purchase orders for property repair need not include a Government property clause when the unit acquisition cost of Government property to be repaired does not exceed the simplified acquisition threshold, unless other Government property (not for repair) is provided.</p>	When Applicable	X	Mandatory (Exception)		FULL TEXT

52.245-1	Basic	Oct-08	Government Property.	<p>See DFARS 245.107(1) (cell below) for further instructions on the use of this clause in DoD.</p> <p>(a)(1) Except as provided in paragraph (d) of this section, the contracting officer shall insert this clause in—</p> <p>(i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts.</p> <p>(ii) Fixed-price solicitations and contracts when the Government will provide Government property.</p> <p>(iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.</p> <p>(d) Purchase orders for property repair need not include a Government property clause when the unit acquisition cost of Government property to be repaired does not exceed the simplified acquisition threshold, unless other Government property (not for repair) is provided.</p>	When Applicable		X	Mandatory (Exception)		ARCHIVE NOT AVAILABLE
52.245-1	Basic	Sep-21	Government Property.	<p>See DFARS 245.107(1) (cell below) for further instructions on the use of this clause in DoD.</p> <p>(a)(1) Except as provided in paragraph (d) of this section, the contracting officer shall insert this clause in—</p> <p>(i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts.</p> <p>(ii) Fixed-price solicitations and contracts when the Government will provide Government property.</p> <p>(iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.</p> <p>(d) Purchase orders for property repair need not include a Government property clause when the unit acquisition cost of Government property to be repaired does not exceed the simplified acquisition threshold, unless other Government property (not for repair) is provided.</p>	When Applicable		X	Mandatory (Exception)		FULL TEXT
52.246-11	Basic	Feb-99	Higher-Level Contract Quality Requirement.	<p>(a) The contracting officer shall insert this in solicitations and contracts when the inclusion of a higher-level contract quality requirement is necessary (see 46.202-4).</p> <p>(b) For each higher-level quality standard, the contracting officer shall fill in the title, number, date, and tailoring (if any).</p>	Optional		X	Mandatory (Exception)		FULL TEXT
52.247-63	Basic	Jun-03	Preference for U.S.-Flag Air Carriers.	<p>The contracting officer shall insert this clause in solicitations and contracts whenever it is possible that U.S. Government-financed international air transportation of personnel (and their personal effects) or property will occur in the performance of the contract. This clause does not apply to contracts awarded using the simplified acquisition procedures in Part 13 or contracts for commercial products (see Part 12).</p>	When Applicable		X	Mandatory (Exception)	When Applicable	FULL TEXT

52.247-64	Alt I	Apr-03	Preference for Privately Owned U.S.-Flag Commercial Vessels.	NOTE: Per FAR 47.500, this clause is not for DoD use. If an applicable statute requires, or if it has been determined under agency procedures, that the supplies to be furnished under the contracts must be transported exclusively in privately owned U.S.-flag commercial vessels (see 47.502(a)(1) and 47.503(b)), use the clause with its Alternate I.	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.247-64	Basic	Feb-06	Preference for Privately Owned U.S.-Flag Commercial Vessels.	NOTE: Per FAR 47.500, this clause is not for DoD use. Insert this clause in solicitations and contracts that may involve ocean transportation of supplies subject to the Cargo Preference Act of 1954. (For application of the Cargo Preference Act of 1954, see 47.502(a)(3), 47.503(a), and 47.504.)	When Applicable		X	Mandatory (Exception)	X	FULL TEXT
52.248-1	Basic	Oct-10	Value Engineering.	The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments, provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.		X	X	Mandatory		FULL TEXT