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

**Government Subcontract:**

This Contract is entered into by Buyer and Seller in support of a U.S. Government contract, with Buyer acting as the Prime Contractor and not as an agent of the U.S. Government. The applicable Prime Contract number appears on the first page of the Purchase Order and above.

The following terms and conditions apply to the sale of goods and/or services to Buyer and govern this Order in all cases.

**Definitions:** "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. All rights, benefits, and remedies conferred on Buyer by this Order also accrue to and are expressly for the benefit of that consumer, user, and/or recipient, as well as any successor in interest to Buyer. "Goods" includes equipment, parts, components, materials, and any other personal property of every type, kind, and description, as described in the business terms of the Order. "Services" includes all design, consulting, delivery, installation, inspection, training, testing, repair, improvements, and/or other work or services described in the business terms of the Order, including services otherwise required in connection with, or incidental to, furnishing any goods described in the Order. "Property" includes the vessel, equipment, and/or other property of Buyer for which Seller is to provide goods and/or services. "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 or documents incorporated by reference.

"Business terms" refers to the business terms and special provisions of the Order, other than these general terms and conditions, including the line descriptions of the goods and services and the payment terms. "Flow-Down Clauses" means the clauses incorporated under FAR 52.252-2 below. In each clause so incorporated, "Buyer" is substituted for "Government" and "Contracting Agency," "Buyer's Procurement Representative" is substituted for "Contracting Officer," and "Contractor" means Seller throughout. "Prime Contract" means the

contract between Buyer and the U.S. Government, or between Buyer and its higher-tier contractor, in support of a contract with the U.S. Government.

**Acceptance and Entire Agreement:** Seller's commencement of services under this Order, shipment of goods specified in this Order, or acknowledgment of this Order within five (5) days after receipt will be conclusively deemed acceptance of this Order, including these terms and conditions. This Order constitutes the entire agreement between the parties with respect to its subject matter. Any written confirmation or acknowledgment of this Order, or any oral understanding on which this Order is based, that contains terms additional to or different from those set forth herein is not binding on Buyer unless Buyer expressly agrees to those terms in writing. Notwithstanding the foregoing, this Order does not replace or supersede any written confidentiality agreement signed by the parties.

**Certifications and Representations:** Seller makes specific certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer, providing oral offers/quotations at the Buyer's request, or accepting any contract, Seller certifies to the representations and certifications set forth herein. These certifications and representations shall apply whenever these terms and conditions are incorporated by reference in any order, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer; Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

**Order of Precedence:** In the event of any conflict or inconsistency among the documents comprising this Order, the following order of precedence shall apply: (1) any related executed BIMCO form or other executed subcontract form; (2) the business terms and any special provisions of this Order; (3) these general terms and conditions; and (4) any incorporated flow-down clauses, but only to the extent applicable. Notwithstanding the foregoing, any mandatory requirement of applicable law, regulation, or the Prime Contract that must be flowed down to Seller shall control to the extent required.

**DPAS Rated Orders:** Whenever a DPAS rating appears on the face of, or on any line of, the Purchase Order, the Order is a rated order certified for national defense, emergency preparedness, or energy program use. Seller must comply with all requirements of the Defense Priorities and Allocations System regulation, 15 C.F.R. Part 700. By confirming and accepting the Purchase Order, Seller accepts the DPAS rating.

**Changes in Order:** Buyer may order changes from time to time in the performance required of Seller under

this Order, and Seller shall promptly comply with any such written change order. If any change affects the price, the time of performance, or both, an equitable adjustment shall be made within reasonable and appropriate limits; provided, however, that Buyer has no obligation to pay any claim by Seller for an increase in price or time unless Buyer receives the claim in writing within ten (10) calendar days after the date the change is ordered. Seller may not make any change in performance under this Order unless the 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:** Seller shall submit all invoices for services performed or goods delivered under this Agreement no later than ninety (90) calendar days after completion of the applicable work or delivery of the goods. Failure to submit an invoice within this period may result in nonpayment unless otherwise agreed in writing by the parties before the deadline expires. Buyer reserves the right to reject any invoice submitted after the deadline.

**Default:** Buyer reserves the right to cancel this Order, in whole or in part, for defects in materials, workmanship, or quality, or if Seller fails to comply with any term or condition of this Order. Seller is liable for all damages and costs incurred by Buyer as a result of that default, regardless of whether Buyer cancels the Order in whole or in part.

**Compliance with Laws:** Any reference in these terms and conditions to a statute or statutory provision includes that statute or provision as amended, reenacted, or extended from time to time. Seller shall comply with all applicable laws and regulations of governmental authorities, including 38 U.S.C. 4212; Section 503 of the Rehabilitation Act of 1973, as amended; and the regulations at 41 C.F.R. Part 60-300 and 60-741, as applicable, as well as laws relating to civil rights, wages, hours, materials, pricing, renegotiation, and other applicable matters, whether or not specifically referenced herein. The parties incorporate 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a); and 41 C.F.R. 60-741.5(a), if applicable. Seller shall comply with the requirements applicable to protected veterans and individuals with disabilities, including applicable affirmative action obligations. Seller shall also comply with the Trafficking Victims Protection Act of 2000, 22 U.S.C. 7102, 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, including Right-to-Know requirements. Hazard communication information, including complete Material Safety Data Sheets (MSDS), shall be provided to 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, tariffs, 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 review and comply with the Crowley Vendor Code of Conduct, a copy of which is available at www.crowley.com. The Vendor Code of Conduct is incorporated by reference into, and made part of, this Order, as it may be amended from time to time.

**Confidentiality:** All confidential information disclosed by Buyer to Seller in connection with this Order remains the exclusive confidential property of Buyer. Seller shall not disclose Buyer's confidential information and shall protect it using at least the same degree of care, discretion, and diligence that Seller uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. Seller shall limit access to Buyer's confidential information to those employees and authorized representatives who have a need to know the information to perform this Order and who are bound by confidentiality obligations no less protective than those set forth herein.
Seller is 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:**
Any notice required or permitted under these terms and conditions must be in writing and addressed to the other party at its registered office, principal place of business, or any other address that party has designated by notice under this provision.
No waiver by Buyer of any breach of this Order by Seller will be deemed a waiver of any subsequent breach of the same or any other provision.

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

This Order shall be construed in accordance with, and all disputes shall be governed by, the laws of the State of Florida, including the Uniform Commercial Code as adopted in that state. Seller agrees to submit to the jurisdiction of the U.S. District Court for the Middle District of Florida, Jacksonville Division, for any proceedings arising in connection with this Order.

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

**Nature of Work:** Seller acknowledges that it has carefully inspected and considered the nature and location of the services and all conditions that may affect completion and assumes all risk of loss and unanticipated expense, however caused and whether or not foreseeable.

**Safety:** Seller shall comply with all applicable Crowley safety, health, and environmental rules and requirements, including those applicable to third parties performing work for, or delivering goods to, Crowley. An overview of these requirements is available at **Third Party Safety**.

**Cyber Security Reporting:** Seller must take reasonable actions to contain, prevent, mitigate, and remediate any confirmed Security Incident and must provide all reasonable cooperation, information, and resources requested by Crowley to investigate the confirmed Security Incident.

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

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 after completion of a Security Incident investigation, Seller must provide its Crowley business liaison and CSIRT@Crowley.com with a written executive summary that 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.

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## 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 52.222-90 | Addressing DEI Discrimination by Federal Contractors | Apr-26 | New solicitations and contracts over the micro-purchase threshold where place of delivery or performance is in the United States; flows down to subcontracts at any tier, including commercial products and commercial services, except where delivery or performance is outside the United States |
| 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 |

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|---|---|---|---|
| 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 in Part A above, the following terms and conditions apply to the sale of goods under this Order.

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

**Crating, Cartage, and Storage:** Buyer will not accept charges for crating, boxing, cartage, storage, or similar services unless specifically agreed to in writing before performance under this Order.

**Warranties:** Seller warrants good and merchantable title to the goods, free of any security interest, lien, or encumbrance, and further warrants that the goods, and Buyer's possession, use, or sale of the goods, do not infringe any patent, trademark, copyright, or other intellectual property right of any third party. Seller further warrants that the goods are merchantable, of the quality specified, and fit for their intended purposes. All implied warranties under the Uniform Commercial Code, and all 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 in Part A above, the following terms and conditions apply to the sale of services under this Order.

**Manner and Materials:** Seller shall perform the services in a workmanlike manner at the location designated by Buyer and in accordance with Buyer's specifications. All plans, drawings, materials, machinery, equipment, outfitting, and workmanship involved in performing the

services shall be supplied by Seller and shall conform to best commercial practice for services of this type.

**Travel:** Travel expenses must be included in all proposals, quotations, and change orders and must be fully supported by receipts when invoiced for payment. Costs may not exceed the minimum per diem rates listed on the following websites: CONUS Per Diem Rates; OCONUS Per Diem Rates. Under GSA and JTR guidance, reimbursable costs for the first and last travel days are limited to 75% of otherwise allowable 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 all deductibles, shall procure and maintain in force during the term of this Agreement the following insurance coverages. These coverages apply independently of any indemnity obligations contained in 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. If performance of the services under this Agreement involves direct access to Buyer's IT systems: Cyber Liability/Data Privacy Liability Insurance (also referred to as Network Security Liability Insurance) with limits not less than $2,000,000 any one occurrence.
    3. 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.

4. 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 act or 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 Government Services, Inc.
9487 Regency Square Boulevard
Jacksonville, FL 32225

Email: vendor.insurance@crowley.com
*Last updated: November 4, 2026*

**REQUIRED FLOW-DOWN CLAUSES**

**FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Tailored):** To the extent this Order and the Work hereunder include

delivery or performance of such Work in the United States, Seller is subject to the contract requirements of Executive Order 14398, Addressing DEI Discrimination by Federal Contractors ("Executive Order"), and FAR 52.222-90 (DEVIATION APR 2026). Accordingly, in connection with the delivery or performance of work under this Order in the United States, Seller agrees as follows:

1. Seller will not engage in any racially discriminatory DEI activities, as defined in Section 2 of the Executive Order and FAR 52.222-90 (DEVIATION APR 2026);
2. Seller will furnish all information and reports, including providing access to books, records, and accounts, as required by Buyer and/or the Government contracting agency pursuant to the Executive Order, for purposes of ascertaining compliance with this clause;
3. In the event of Seller's noncompliance with this clause, in addition to any bases for termination otherwise set forth in this Order, this Order may be canceled, terminated, or suspended in whole or in part for a violation of this provision, and Seller may be declared ineligible by the federal government for further government contracts;
4. Seller shall promptly notify Buyer of any known or reasonably knowable conduct that may violate this clause and shall cooperate with Buyer and/or the Government contracting agency in connection with any reporting obligation or remedial action directed by the Government contracting agency. Given this obligation, Seller certifies that, as of the date of inclusion of this clause, it has not violated this clause and agrees to promptly report to Buyer any violations of this clause during the term of this Order;
5. Seller shall promptly notify Buyer if Seller files suit against Buyer and the suit puts at issue, in any way, the validity of this clause; and
6. Seller recognizes that compliance with the requirements of this clause is material to Buyer's and the Government's payment decisions for purposes of Section 3729(b)(4) of Title 31, United States Code (False Claims Act).

In addition to the foregoing, Seller shall flow down this clause, or a clause that contains the substance of FAR 52.222-90 (DEVIATION APR 2026), to any subsequent or lower-tier subcontractor(s) that deliver or perform the Work under this Order in the United States.

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| ClauseNo | Alternate | Version | Title | Applicability Notes | Mandatory | Commercial Procurement Requirement | Lower Tier Subcontractor Flowdown |
|---|---|---|---|---|---|---|---|
| 52.203-6 | Basic | Sep 2006 | Restrictions on Subcontractor Sales to the Government. | Use where Restrictions on Subcontractor Sales to the Government requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.203-7 | Basic | May 2014 | Anti-Kickback Procedures. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.203-12 | Basic | Oct 2010 | Limitation on Payments to Influence Certain Federal Transactions. | Use where invoicing, payment, funding, assignment, or WAWF requirements apply. | Mandatory | Conditional — include when payment, invoicing, funding, or WAWF terms apply to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.203-13 | Basic | Oct 2015 | Contractor Code of Business Ethics and Conduct. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts over $6M with performance over 120 days. |
| 52.203-16 | Basic | Dec 2011 | Preventing Personal Conflicts of Interest. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.203-17 | Basic | Apr 2014 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.203-19 | Basic | Jan 2017 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to all lower-tier subcontracts. |
| 52.204-2 | Basic | Aug 1996 | Security Requirements. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Conditional — include when the commercial procurement involves covered systems, information, telecom, or security requirements. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.204-9 | Basic | Jan 2011 | Personal Identity Verification of Contractor Personnel. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.204-21 | Basic | Jun 2016 | Basic Safeguarding of Covered Contractor Information Systems. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 52.204-23 | Basic | Jul 2018 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. | Use where Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to all lower-tier subcontracts involving covered Kaspersky Lab products/services. |
| 52.204-25 | Basic | Aug 2019 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. | Use where Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to all lower-tier subcontracts involving covered telecommunications/video surveillance equipment or services. |
| 52.209-6 | Basic | Oct 2015 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. | Use for contractor registration, responsibility, reporting, or restricted-party compliance. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.215-2 | Basic | Oct 2010 | Audit and Records—Negotiation. | Use where pricing, cost data, audits, accounting, or ownership-change obligations apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.215-12 | Basic | Oct 2010 | Subcontractor Certified Cost or Pricing Data. | Use where pricing, cost data, audits, accounting, or ownership-change obligations apply. | Mandatory (Exception) | Conditional — include when commercial procurement includes technical data, software, IP, or data-rights deliverables. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.215-19 | Basic | Oct 1997 | Notification of Ownership Changes. | Use where pricing, cost data, audits, accounting, or ownership-change obligations apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.222-21 | Basic | Apr 2015 | Prohibition of Segregated Facilities. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Required — flow down to lower-tier subcontracts subject to the EEO/labor requirements. |
| 52.222-26 | Basic | Sep 2016 | Equal Opportunity. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.222-35 | Basic | Jun 2020 | Equal Opportunity for Veterans. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Required — flow down to lower-tier subcontracts subject to veterans equal opportunity requirements. |
| 52.222-36 | Basic | Jun 2020 | Equal Opportunity for Workers with Disabilities. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Required — flow down to lower-tier subcontracts subject to disability equal opportunity requirements. |
| 52.222-37 | Basic | Feb 2016 | Employment Reports on Veterans. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Required — flow down to lower-tier subcontracts subject to veteran employment reporting requirements. |
| 52.222-40 | Basic | Dec 2010 | Notification of Employee Rights Under the National Labor Relations Act. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Required — flow down to lower-tier subcontracts over $10,000. |
| 52.222-41 | Basic | Aug 2018 | Service Contract Labor Standards. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Conditional — flow down to lower-tier service subcontracts subject to Service Contract Labor Standards. |
| 52.222-50 | Basic | Jan 2019 | Combating Trafficking in Persons. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to all lower-tier subcontracts. |

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| ClauseNo | Alternate | Version | Title | Applicability Notes | Mandatory | Commercial Procurement Requirement | Lower Tier Subcontractor Flowdown |
|---|---|---|---|---|---|---|---|
| 52.222-54 | Basic | Oct 2015 | Employment Eligibility Verification. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Conditional — flow down to lower-tier subcontracts over $3,500, except COTS or excluded work. |
| 52.222-55 | Basic | Dec 2015 | Minimum Wages Under Executive Order 13658. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Conditional — flow down to lower-tier subcontracts subject to covered wage requirements. |
| 52.222-62 | Basic | Jan 2017 | Paid Sick Leave Under Executive Order 13706. | Use where labor, employment, workforce, SCLS, EEO, or trafficking requirements apply. | Mandatory (Exception) | Conditional — include in commercial service procurements when labor/EEO threshold and place-of-performance conditions apply. | Conditional — flow down to lower-tier subcontracts subject to paid sick leave requirements. |
| 52.222-90 | Basic | Deviation Apr 2026 | Addressing DEI Discrimination by Federal Contractors. | EO 14398; applies to delivery or performance in the United States; effective July 24, 2026. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts at any tier, including commercial products/services, when delivery or performance is in the United States. |
| 52.223-18 | Basic | Aug 2011 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | Use where environmental, workplace safety, hazardous material, or safety requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 52.224-2 | Basic | Apr 1984 | Privacy Act. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Conditional — include when the commercial procurement involves covered systems, information, telecom, or security requirements. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.224-3 | Basic | Jan 2017 | Privacy Training. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Conditional — include when the commercial procurement involves covered systems, information, telecom, or security requirements. | Conditional — flow down to lower-tier subcontracts involving personally identifiable information or privacy training requirements. |
| 52.225-13 | Basic | Jun 2008 | Restrictions on Certain Foreign Purchases. | Use where foreign sourcing, overseas performance, export control, or country restrictions apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 52.227-1 | Basic | Dec 2007 | Authorization and Consent. | Use where intellectual property, data rights, technical data, or restrictive markings apply. | Mandatory | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.227-2 | Basic | Dec 2007 | Notice and Assistance Regarding Patent and Copyright Infringement. | Use where intellectual property, data rights, technical data, or restrictive markings apply. | Mandatory | Conditional — include when commercial procurement includes technical data, software, IP, or data-rights deliverables. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.228-3 | Basic | Jul 2014 | Workers' Compensation Insurance (Defense Base Act). | Use where insurance or tax obligations apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.230-2 | Basic | Oct 2015 | Cost Accounting Standards. | Use where pricing, cost data, audits, accounting, or ownership-change obligations apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.232-40 | Basic | Dec 2013 | Providing Accelerated Payments to Small Business Subcontractors. | Use for small-business, socioeconomic, or subcontracting-plan obligations. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts with small business concerns. |
| 52.244-6 | Basic | Aug 2019 | Subcontracts for Commercial Items. | Use for subcontracting, purchasing system, and lower-tier commercial item flowdowns. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 52.245-1 | Basic | Sep 2021 | Government Property. | Use where Government property or GFP is furnished, used, reported, lost, or disposed. | Mandatory (Exception) | Conditional — include when Government property/GFP is provided or used. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.245-1 | Alt I | Apr 2012 | Government Property. | Use where Government property or GFP is furnished, used, reported, lost, or disposed. | Mandatory (Exception) | Conditional — include when Government property/GFP is provided or used. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.247-63 | Basic | Jun 2003 | Preference for U.S.-Flag Air Carriers. | Use where transportation uses air carriers, vessels, or ocean shipment requirements. | Mandatory (Exception) | Conditional — include when commercial procurement includes covered transportation/shipping. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 52.247-64 | Basic | Feb 2006 | Preference for Privately Owned U.S.-Flag Commercial Vessels. | Use where transportation uses air carriers, vessels, or ocean shipment requirements. | Mandatory (Exception) | Conditional — include when commercial procurement includes covered transportation/shipping. | Conditional — flow down to lower-tier subcontracts for ocean transportation or covered U.S.-flag vessel requirements. |
| 252.203-7001 | Basic | Dec 2008 | Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies. | Use where Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.203-7002 | Basic | Sep 2013 | Requirement to Inform Employees of Whistleblower Rights. | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.203-7004 | Basic | Aug 2019 | Display of Hotline Posters. | Use where DoD fraud hotline poster display requirements apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.203-7997 | Basic | Nov 2015 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements | Use where integrity, ethics, conflicts, reporting, or anti-corruption obligations apply. | Mandatory | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.204-7000 | Basic | Oct 2016 | Disclosure of Information. | Use where Disclosure of Information requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.204-7009 | Basic | Oct 2016 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.204-7012 | Basic | Dec 2019 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts involving covered defense information or operationally critical support, except solely COTS items. |
| 252.204-7020 | Basic | Nov 2020 | NIST SP 800-171 DoD Assessment Requirements. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts requiring NIST SP 800-171 assessment compliance. |

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| ClauseNo | Alternate | Version | Title | Applicability Notes | Mandatory | Commercial Procurement Requirement | Lower Tier Subcontractor Flowdown |
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| 252.211-7003 | Basic | Mar 2016 | Item Unique Identification and Valuation. | Use when items require IUID marking, reporting, or valuation. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.219-7003 | Basic | Dec 2019 | Small Business Subcontracting Plan (DoD Contracts). | Use for small-business, socioeconomic, or subcontracting-plan obligations. | Mandatory (Exception) | Conditional — generally prime-level unless a lower-tier subcontracting plan or small-business requirement applies. | Not generally required — retain at prime level unless the prime contract, clause prescription, or purchase scope specifically requires lower-tier flow-down. |
| 252.223-7002 | Basic | May 1994 | Safety Precautions for Ammunition and Explosives. | Use where environmental, workplace safety, hazardous material, or safety requirements apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.225-7013 | Basic | May 2016 | Duty-Free Entry. | Use where foreign sourcing, overseas performance, export control, or country restrictions apply. | Mandatory (Exception) | Conditional — include when sourcing, export-control, country, or overseas-performance conditions apply. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.225-7025 | Basic | Dec 2009 | Restriction on Acquisition of Forgings. | Use where foreign sourcing, overseas performance, export control, or country restrictions apply. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.225-7048 | Basic | Jun 2013 | Export-Controlled Items. | Use where foreign sourcing, overseas performance, export control, or country restrictions apply. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.226-7001 | Basic | Apr 2019 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Use for small-business, socioeconomic, or subcontracting-plan obligations. | Mandatory | Conditional — generally prime-level unless a lower-tier subcontracting plan or small-business requirement applies. | Not generally required — retain at prime level unless the prime contract, clause prescription, or purchase scope specifically requires lower-tier flow-down. |
| 252.227-7013 | Basic | Feb 2014 | Rights in Technical Data--Noncommercial Items. | Use where intellectual property, data rights, technical data, or restrictive markings apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.227-7016 | Basic | Jan 2011 | Rights in Bid or Proposal Information. | Use where intellectual property, data rights, technical data, or restrictive markings apply. | Mandatory | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.227-7025 | Basic | May 2013 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. | Use where Government property or GFP is furnished, used, reported, lost, or disposed. | Mandatory (Exception) | Conditional — include when Government property/GFP is provided or used. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.227-7037 | Basic | Sep 2016 | Validation of Restrictive Markings on Technical Data. | Use where intellectual property, data rights, technical data, or restrictive markings apply. | Mandatory (Exception) | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.237-7023 | Basic | Oct 2010 | Continuation of Essential Contractor Services . | Use where services affect Government facilities, continuity, essential services, or safeguards. | Mandatory (Exception) | Conditional — include only when the clause prescription/exception applies to the commercial procurement. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.239-7016 | Basic | Dec 1991 | Telecommunications Security Equipment, Devices, Techniques, and Services. | Use where personnel, systems, privacy, controlled information, or security requirements apply. | Mandatory (Exception) | Conditional — include when the commercial procurement involves covered systems, information, telecom, or security requirements. | Conditional — flow down only when the lower-tier subcontract meets the clause prescription, scope, exception, or threshold. |
| 252.244-7000 | Basic | Jun 2013 | Subcontracts for Commercial Items. | Use for subcontracting, purchasing system, and lower-tier commercial item flowdowns. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier commercial subcontracts when within clause scope. |
| 252.247-7023 | Basic | Feb 2019 | Transportation of Supplies by Sea. | Use where transportation uses air carriers, vessels, or ocean shipment requirements. | Mandatory | Required — include in commercial procurements when within clause scope. | Required — flow down to lower-tier subcontracts for supplies involving covered ocean transportation by sea. |



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