

MANDATORY FLOWDOWN

FAR/DFARS CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

INCORPORATION OF APPLICABLE CLAUSES, PROVISIONS, AND OTHER REQUIREMENTS FOR COMMERCIAL SUBCONTRACTS

- a. The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses cited below are incorporated by reference as if set forth in full text, and are applicable, including any notes or other language following the clause citation, to this subcontract. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. If so identified, this Order is a “rated order” certified for national defense use and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
- b. Unless the text in these clauses clearly reserves rights in the Government only, in whole or in part, or as otherwise noted, the terms:
 - i. “Purchase Order” shall be substituted for “Contract”;
 - ii. “Purchaser” or “Buyer” for “Government” or “Contracting Officer” or equivalent phrases;
 - iii. “Seller” for “Contractor”;
 - iv. “Seller’s lower-tier Seller” for “Subcontractor” when it can so reasonably be interpreted and it is not obvious that the words refer to Buyer’s prime contract, the Government or Contracting Officer, the Buyer, or the Seller itself.
- c. Flow Down Requirement - Seller agrees to flow down the FAR and DFARS clauses as well as those clauses and provisions contained in this document to its lower-tier Sellers and to also require further flow down, where applicable.
- d. BlueForge identification of applicable clause thresholds and further flow down requirements is informational only and is not to be construed as determinative. Seller remains responsible for determining and complying with all clause flow down requirements.
- e. When the materials or products furnished are for use in connection with a U.S. Government contract or subcontract, in addition to BlueForge’s General Terms & Conditions and Special Provisions, the following clauses shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, BlueForge’s General Terms and Conditions shall govern in the event of a conflict between these FAR and DFARS clauses and BlueForge’s clauses.
- f. The following clauses set forth in the FAR and DFARS in effect as of the date of the prime contract are incorporated herein by reference with the same force and effect as if they were in full text.
- g. Clauses in this document may not be applicable to specific orders due to the type of Purchase Order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller’s obligation to contact BlueForge regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

DFARS/FAR Clause Reference Number	Applicable Threshold (S.A.T. = Simplified Acquisition Threshold in FAR Part 2.101) (See Note A)	DFARS/FAR Clause Title	Applicable Revision
52.203-13	>\$6M & >120 days	Contractor Code of Business Ethics and Conduct	Nov-21
52.203-15	If funded under Recovery Act	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun-10
52.203-19	All	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17
52.204-10	All	Reporting Executive Compensation and First Tier Subcontract Awards	Jun-20
52.204-13	All	System for Award Management Maintenance	Oct-18
52.204-21	Applies to Purchase Orders for other than commercially available off-the-shelf items, if Seller will have Federal Contract information residing in/transiting	Basic Safeguarding of Covered Contractor Information Systems	Nov-21

	through its information system.		
52.204-23	All	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Dec-23
52.204-25	All	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov-21
52.204-27	All	Prohibition on a ByteDance Covered Application	Jun-23
52.204-30	FAR 52.204-30 applies to All Purchase Orders. Alternate I applies when conditions at FAR 4.2304(a)(1) apply.	Federal Acquisition Supply Chain Security Act Orders – Prohibition Alternate I (Dec-23) of FAR 52.204-30	Dec-23
52.219-8	Applies if Purchase Order offers further subcontracting opportunities.	Utilization of Small Business Concerns	Feb-24
52.222-21	Applies if Purchase Order is subject to Equal Opportunity Clause (FAR 52.222-26)	Prohibition of Segregated Facilities	Apr-15
52.222-26	All	Equal Opportunity	Sep-16
52.222-35	> threshold at FAR 22.1303(a) unless exemption applies	Equal Opportunity for Veterans	Jun-20
52.222-36	> threshold at FAR 22.1408(a) unless exemption applies	Equal Opportunity for Workers with Disabilities	Jun-20
52.222-37	> threshold at FAR 22.1303(a) unless exemption applies	Employment Reports on Veterans	Jun-20
52.222-40	>\$10,000 and performed in US unless exemption applies	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.222-50	FAR 52.222-50 applies to all subcontracts. Alternate I applies in accordance with FAR 22.1705(a).	Combating Trafficking in Persons Alternate I (Mar 2015) of 52.222-50	Nov-21
52.222-55	Applies if flowdown is required in accordance with FAR 52.222-55(k)	Establishing Minimum Wage for Contractors (E.O. 13658)	Dec-15
52.222-62	Applies if flowdown is required in accordance with FAR 52.222-62(m)	Paid Sick Leave Under Executive Order 13706	Jan-17
52.224-3	Applies if flowdown is required in accordance with FAR 52.244-3(f). Alternate I applies in accordance with FAR 24.302(b).	Privacy Training Alternate I (Jan-17) of 52.224-3	Jan-17
52.225-26	Applies if flowdown is required in accordance with FAR 52.225-26(f)	Contractors Performing Private Security Functions Outside the United States	Oct-16
52.232-40	Applies if flowdown is required in accordance with FAR clause 52.232-40 (c)	Providing Accelerated Payments to Small Business Subcontractors	Mar-23
52.244-6	All	Subcontracts for Commercial Products and Commercial Services	Feb-24

52.247-64	Applies if flowdown is required in accordance with FAR 52.247-64(d)	Preference for Privately Owned U.S.–Flag Commercial Vessels	Feb-06
252.244-7000	All	Subcontracts for Commercial Products or Commercial Services	Nov-23
252.203-7000	All	Requirements Relating to the Compensation of Former DoD Officials	Sep-11
252.203-7002	All	Requirement to Inform Employees of Whistleblower Rights	Dec-22
252.203-7003	All	Agency Office of the Inspector General	Dec-12
252.204-7000	All	Disclosure Of Information	Oct-16
252.204-7004	Applies when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation	Antiterrorism Awareness Training for Contractors	Jan-23
252.204-7012 (Dev)	All subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial products or commercial services	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-00013 REVISION 1)	May-24
252.204-7015	All	Notice of Authorized Disclosure of Information for Litigation Support	Jan-23
252.204-7018	All	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Jan-23
252.204-7020	All subcontracts including subcontracts for acquisition of commercial products or commercial services (excluding commercially available off-the-shelf)	NIST SP 800-171 DoD Assessment Requirements	Nov-23
252.211-7003	Applies with some exceptions. Contact BlueForge to confirm applicability	Item Identification and Valuation	Jan-23
252.223-7006	All subcontracts at any tier that require, may require, or permit a subcontractor access to a DoD installation	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	Sep-14
252.223-7008	All subcontracts for supplies, maintenance and repair services, or construction materials	Prohibition of Hexavalent Chromium	Jan-23
252.225-7001	All	Buy American and Balance of Payment Program - Basic	Feb-24
252.225-7002	All	Qualifying Country Sources as Subcontractors	Dec-17
252.225-7007	Applies to all subcontracts for items covered by the United States Munitions List or the 600 series of the Commerce Control List	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Dec-18
252.225-7009	Applies in its entirety, less paragraph (d) & (e)(1), in all subcontracts, at any tier, for items containing “specialty metals”	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Jan-23
252.225-7012	All	Preference for Certain Domestic Commodities	Dec-17

252.225-7013	Applies in accordance with DFARS 252.225-7013(j)(1)	Duty-Free Entry--Basic	Nov-23
252.225-7015	All	Restriction on Acquisition of Hand or Measuring Tools	Jun-05
252.225-7016	All subcontracts except those for commercial products or items that do not contain ball or roller bearings	Restriction on Acquisition of Ball and Roller Bearings	Jun-11
252.225-7025	Applies to subcontracts for forging items or for other items that contain forging items	Restriction on Acquisition of Forgings	Dec-09
252.225-7033	Applies when there is a lower-tier subcontract exceeding \$1M with UK firm	Waiver of United Kingdom Levies	Apr-03
252.225-7048	All	Export-Controlled Items	Jun-13
252.225-7052	Applies in accordance with DFARS 252.225-7052(d)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	Jan-23
252.225-7056	All	Prohibition Regarding Business Operations with the Maduro Regime	Jan-23
252.225-7060	All	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Jun-23
252.225-7967 (Dev)	All	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006)	Mar-24
252.225-7972 (Dev)	All	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	May-20
252.225-7995 (Dev)	All subcontracts that require subcontractor personnel to perform in USCENTCOM AOR	Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2017-O0004)	Sep-17
252.226-7001	>\$500,000	Utilization of Indian Organization, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Jan-23
252.227-7013	Applies in accordance with DFAR 252.227-7013(k)	Rights in Technical Data--Other Than Commercial Products and Commercial Services	Mar-23
252.227-7015	Applies in accordance with DFAR 252.277-7015(e)	Technical Data – Commercial Products and Commercial Services	Mar-23
252.227-7016	All	Rights in Bid or Proposal Information	Jan-23
252.227-7019	Applies to all contractual instruments at any tier that require furnishing computer software in performance	Validation of Asserted Restrictions--Computer Software	Jan-23
252.227-7037	Applies to Purchase Orders at any tier that require delivery of technical data	Validation of Restrictive Markings on Technical Data	Jan-23
252.234-7004	Applies to subcontracts that exceed \$50M at any tier	Cost and Software Data Reporting System--Basic	Nov-14
252.237-7010	Applies to all subcontracts, including subcontracts for commercial products, that may require subcontractor personnel to interact with detainees in the course of their duties	Prohibition on Interrogation of Detainees by Contractor Personnel	Jan-23
252.239-7010	Applies to Purchase Orders that involve or may involve cloud	Cloud Computing Services	Jan-23

	services, including subcontracts for commercial services		
252.243-7002	> S.A.T.	Request for Equitable Adjustment	Dec-12
252.246-7007	Applies in accordance with DFARS 252.246-7007(e)	Contractor Counterfeit Electronic Part Detection and Avoidance System	Jan-23
252.246-7008	Applies in accordance with DFARS 252.246-7008(e)	Sources of Electronic Parts, Paragraphs (a) – (e)	Jan-23
252.247-7023	Applies to Purchase Orders for commercial products if required by DFARS 252.247-7023(b)(2)	Transportation of Supplies by Sea	Jan-23

Note A: “Thresholds” referenced in this column are based on the date of Purchase Order/Subcontract award. For purposes of this column, “Subcontract,” and “Purchase Order” shall have the same meaning as “Purchase Order,” and “Subcontractor” shall have the same meaning as “Seller.”

In addition to the requirements specified above, the following additional clauses also apply. Further flow down may be required:

1. FAR 52.203-11, CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007) (MODIFIED)

Applies if this order exceeds or is expected to exceed \$150,000.

If this order exceeds or is expected to exceed \$100,000, Seller (“offeror”) makes the following certification and disclosure and agrees to certify and disclose accordingly:

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

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

(c) **Certification.** The offeror or Seller, by signing its offer or accepting this Purchase Order, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with this solicitation; the awarding of this purchase order or Buyer’s prime contract.

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

(e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(f) Seller shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

2. FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

Applies if this order exceeds \$150,000.

When this clause applies, FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, also applies and Seller shall certify and disclose accordingly. Incorporated into this order by reference.