

 VINYL TECHNOLOGY, INC.	Master uncontrolled when printed
MANDATORY FAR/DFARS FLOWDOWN PROVISIONS FOR VINYL SUPPLIERS – COMMERCIAL ITEMS F82202 REV. A	Thursday, November 14, 2019

A. Instructions and Definitions

1. Incorporation of FAR and DFARS Clauses

The Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract under which the Contractor is performing, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract. Any reference to a “Disputes” clause shall mean the “Disputes” clause of this Contract.

2. Government Subcontract

This Contract is entered into by the parties in support of a U.S. Government Contract. As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

- a. “Commercial Item” means a commercial item as defined in FAR 2.101.
- b. “Contract” means this Contract.
- c. “Contracting Officer” shall mean the U.S. Government Contracting Officer for Vinyl Technology, Inc.’s government Prime Contract under which this Contract is entered.
- d. “Contractor” and “Offeror” means the SELLER acting as the immediate (first-tier) subcontractor to Vinyl Technology, Inc.
- e. “Prime Contract” means the contract between Vinyl Technology, Inc. and the U.S. Government, or between Vinyl Technology, Inc. and its higher-tier contractor who has a contract with the U.S. Government.
- f. “Subcontract” means any contract placed by the Contractor or lower-tier subcontractors under this Contract.

FLOWDOWN PROVISIONS – COMMERCIAL ITEMS

3. Notes

- a. Substitute “Vinyl Technology, Inc.” for “Government,” “United States,” or “Department.”
- b. Substitute “Vinyl Technology Purchasing Representative” for “Contracting Officer”, “Administrative Contracting Officer”, “ACO,” “head of the contracting activity,” or “head of the contracting activity or designee.”
- c. Insert “and Vinyl Technology, Inc.” after “Government.”
- d. Insert “or Vinyl Technology, Inc.” after “Government.”
- e. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through Vinyl Technology, Inc.
- f. Insert “and Vinyl Technology, Inc.” after “Contracting Officer.”
- g. Insert “or Vinyl Technology Purchasing Representative” after “Contracting Officer” or “Contracting Officer or authorized representative.”
- h. If SELLER is an international contractor, this clause applies to this Contract only if work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to work on the Contract.

3. Amendments Required By Prime Contract

Contractor agrees that upon the request of Vinyl Technology, Inc., Contractor will negotiate in good faith with Vinyl Technology relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as Vinyl Technology may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made pursuant to the “Changes” clause of this Contract.

B. Mandatory Provisions of the Federal Acquisition Regulation (FAR) Incorporated by Reference

The following FAR clauses apply to this Contract:

FLOWDOWN PROVISIONS – COMMERCIAL ITEMS

1. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applies if this Contract exceeds \$5,500,000 and the period of performance is more than 120 days; disclosures made under this clause shall be made directly to the Government entities identified in the clause, with notice of such disclosures to Vinyl Technology, Inc.);
2. FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017);
3. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies where other than commercially available off-the-shelf items are being acquired and where SELLER may have federal contract information residing in or transiting through its information system);
4. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (Applies if this Contract exceeds \$150,000 and offers further subcontracting opportunities; note h. applies);
5. FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010) (Applies if this Contract exceeds \$15,000);
6. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015);
7. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Applies if aggregate value of all prime contracts and subcontracts awarded to, or the amount ordered from, SELLER in any 12-month period exceeds, or can reasonably be expected to exceed, \$10,000; note h. applies);
8. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more; note h. applies);
9. FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000; note h. applies);
10. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract is for \$150,000 or more; note h. applies);
11. FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000; note h. applies);
12. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) (Paragraph (h) of the clause applies if this Contract is for other than commercially available off-the-shelf items acquired outside the United States and exceeds \$500,000; note b. applies; note c. applies in paragraph (e));

FLOWDOWN PROVISIONS – COMMERCIAL ITEMS

13. FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract is for services (except commercial services involving COTS items) and exceeds \$3,500; note h. applies);
14. FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States; note b. applies);
15. FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and is to be performed in whole or in part in the United States; note b. applies);
16. FAR 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (OCT 2016) (Applies if this Contract is performed outside the United States in areas of combat operations or other significant military operations);
17. FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern and accelerated payments are received under the prime contract; note a. applies);
18. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017);
and
19. FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006).

C. Mandatory Provisions of the Department of Defense Federal Acquisition Regulation Supplement (DFARS) Incorporated by Reference

The following DFARS clauses apply to this Contract:

1. DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting);
2. DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information; SELLER shall furnish to Vinyl Technology,

FLOWDOWN PROVISIONS – COMMERCIAL ITEMS

- Inc. copies of notices provided to the Contracting Officer at the time such notices are sent);
3. DFARS 252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (MAY 2016);
 4. DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016);
 5. DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the work to contain unique item identification; note a. applies, except in the definition of “issuing agency” in paragraph (a); all reports shall be submitted to Vinyl Technology, Inc.);
 6. DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016) (Note a. applies to paragraph (d)(3));
 7. DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note b. applies);
 8. DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the work to be furnished contains specialty metals; paragraph (d) is deleted);
 9. DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016);
 10. DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS (FEB 2014) (Applies if technical data is developed under this Contract at Government expense);
 11. DFARS 252.227-7015 RIGHTS IN TECHNICAL DATA – COMMERCIAL ITEMS (FEB 2014) (Applies if technical data is developed under this Contract at private expense);
 12. DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016);
 13. DFARS 252.229-7014 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015);
 14. DFARS 252.229-7015 TAXES – FOREIGN CONTRACTS IN AFGHANISTAN (NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT) (DEC 2015);
 15. DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016) (Applies if this Contract involves cloud services);

FLOWDOWN PROVISIONS – COMMERCIAL ITEMS

16. DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; SELLER shall provide notifications to Vinyl Technology, Inc. and the Contracting Officer);
17. DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (paragraphs (a) through (e) apply; note c. applies in paragraph (c)(2); note f. applies in paragraph (c)(6));
18. DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (OCT 2016) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer; note a. applies except in paragraph (d); note b. applies);
19. DFARS 252.247-7003 (JUN 2013) PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (JUN 2013);
20. DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014) (In first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence; paragraphs (f) and (g) do not apply if this Contract does not exceed \$150,000; notes a. and b. apply to paragraph (g)); and
21. DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes a. and b. apply).