

ENI Supplier Quality Assurance Requirements

Section 1		General notes
Part a		If a subcontract, lower tier subcontract, or purchase order shows on its face that it is placed in support of a U.S. Government funded prime contract or subcontract, if the Buyer otherwise notifies the Seller that the under a U.S. Government prime contract or subcontract, or if the Seller otherwise has reason to know that the order is placed is placed under a U.S. Government prime contract or subcontract, the following clauses of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) are incorporated herein by reference, with the same force and effect as if set forth below in full text, and are applicable, including any notes following the clause citation, to this Contract.
Part b		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 referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.
Part c		The clauses herein apply to all firm--fixed price, cost--reimbursable, and time & materials / labor hour purchase orders as applicable.
Part d		Full text version of these clauses are available from the U.S. Government--managed websites: https://www.acquisition.gov/far/ and http://www.acq.osd.mil/dpap/dars/dfarspgi/current/ .
Part e		Seller agrees to flow--down the FAR and DFARS clauses included in this Contract, to its lower--tier suppliers. Seller further agrees that all notifications and other communications required by these clauses shall be made through Buyer's Purchasing Representative, unless the Order specifically provides otherwise.
Part f	Indemnification & Compliance	Any provision of this order, including the federal procurement regulations in FAR, DFARS, and the Cost Accounting Standards (CAS), shall be construed and interpreted according to the federal contract law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contract Appeals and quasi-judicial agencies of the Federal Government. Where that body of law does not apply, the laws of the Commonwealth of Pennsylvania shall apply. Should issues arise requiring litigation, Seller agrees that the forum/venue will be the appropriate jurisdiction in New York as selected by the Buyer. Seller shall comply with all Federal, state and local laws, regulations, rules, ordinances, and other requirements applicable to the performance of the work under this order (including, but not limited to, workman's/ worker's compensation or occupational disease, or withholding and payment of social security and federal income taxes, and to obtain similar agreements from all its subcontractors). Seller agrees to defend, hold harmless and indemnify the Buyer and its officers, directors, employees, representatives, subcontractors and/or agents, their successors and assigns, and the Government, against any and all losses, claims, damages and/or allegations, including all expenses relating thereto, arising out of or relating to Seller or its subcontractor violations of any Federal, state or local laws, regulations, rules, ordinances, or other requirements (including without limitation permits and license obligations), including but not limited to The Procurement Integrity Act (41 U.S.C.2101-2107) and all regulations issued thereunder.
Part g	Assignment	Neither this order nor any interest therein nor claim there under shall be assigned or transferred by Seller, except as expressly authorized in writing by Buyer. In the event that Buyer consents to the assignment or transfer, Buyer reserves the right to require an executed novation agreement per FAR Part 42. In no event shall copies of this order or any plans, specifications, or other similar documents relating to work under this order, if marked "Top Secret", "Secret", "Confidential" or "NOFORN", be furnished to any assignee of any claim arising under this order or to any other person not entitled to receive the same. However, a copy of any part or all of this order so marked may be furnished, or any information contained therein may be disclosed to such assignee, upon the prior written authorization of Buyer. This order or any and all rights there under may be assigned by Buyer to the Government or any designee of the Government, provided that written notice thereof is given to Seller.
Part h	Permits	Except as otherwise directed by Buyer, Seller shall procure and fully comply with all necessary permits or licenses required in the performance of work under this order.
Section 2		Definitions
Part a	Commercial Item	"Commercial item" means a commercial item as defined in FAR 52.101.
Part b	Contract	"Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type of designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
Part c	Seller	"Seller" means the party identified on the face of the Order with whom Excelco/Newbrook, Inc. is contracting.

Part d	Prime Contract	"Prime Contract" means the contract between Excelco/Newbrook, Inc. and the U.S. Government or between Excelco/Newbrook, Inc. and its higher-tier contractor who has a contract with the U.S. Government.
Part e	Subcontract	"Subcontract" means any contract placed by the Seller or lower-tier subcontractors under this Contract.
Part f	Delivery	"Delivery" means acceptance of the product by the ENI quality department and/or receiving department.

Clause A The Following are Applicable to All Contracts.

Section 1

Part a	DFARS 252.204-7012 & Disclosure of Information	<p>Safeguarding of Unclassified Controlled Technical Information: This DFARS requirement invokes NIST 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations</p> <p>The Seller shall not release to anyone outside the Seller's organization any unclassified information, regardless of medium (e.g., film, tape, document, display, brochure, etc.), regardless of purpose (e.g., P.O. performance, advertising, promotion, etc.) pertaining to any part of this purchase order or any program related to this purchase order unless (1) The Buyer has given prior written approval; or (2) The information is otherwise in the public domain before the date of release.</p>
Part b	Right of Access	<p>ENI Maintains Right-of-Access to Verify Conformance of All Applicable Security, Quality, and Other Contractual Requirements. This requirement is part of the standard Government Property (GP) clause of this purchase order (FAR 52.245-1): The Buyer / the Government shall have access to the Seller's premises and all GP, at reasonable times, for the purposes of reviewing, inspecting, and evaluating the Seller's property management plan(s), systems, procedures, records, and supporting documentation that pertains to GP.</p>
Part c	Documented Information	<p>Documented Information, Electronic or Physical, shall be Adequately Protected From Loss of Confidentiality, Improper Use, Loss of Integrity, Unauthorized Changes, Unintended Alteration, Corruption, or Physical Damage.</p> <p>Quality records, such as first article inspection, test reports and certifications, including chemical and/or physical reports identifiable to the raw materials used in the performance of this PO, shall be maintained by the SELLER in a controlled condition for a MINIMUM of (5) years from completion of purchase order. A certificate of conformance for this PO shall be maintained by this SELLER. These records shall be maintained in protected condition, remain legible, retrievable by PO number, and made available to ENI, its customers and/or regulatory authorities. Excelco/Newbrook, Inc. may request delivery and/or additional requirements of these records as specified with the PO (including supporting documentation such as statement of work or PO text note). Additional record requirements as stated within the PO will take precedence. This requirement shall be imposed on ALL sub-tier suppliers as well.</p> <p>Plans, drawings, specifications, designs, photographs and any other engineering and manufacturing information furnished by Buyer shall remain Buyer or Government property, as the case may be, shall be reproduced only as authorized in writing by Buyer, shall be used only for performance of the work under this order, and shall be returned to Buyer upon request, which request may be made during such performance or at termination or completion of the order, and Seller shall thereafter make no further use of any information derived there from without prior written consent of Buyer or the Government.</p>
Part d	Quality Management System	<p>Supplier must have a Quality Management System. ISO 9001:2015 or AS9100 Rev D Certification May be Provided as Proof of an Approved System in Lieu of an ENI Site Audit.</p> <p>Suppliers Quality System must include procedures for determining the capability of Sub-Tier suppliers, prior to issuance of contractor's purchase order to any sub-tier supplier.</p> <p>Contractor must define and establish a program for determining the need for periodic re-evaluation of contractor's sub-tier suppliers to ensure compliance with the PO.</p> <p>Contractor must maintain a documented receiving inspection function to ensure material received from contractor's sub-tiers is inspected to and meets the requirements of the purchase order. Material shall be identifiable to the purchase order. Material certifications are to be maintained for a period of 5 years after delivery of material.</p>
Part e	Non-Conformance/ Corrective Action	<p>Supplier must have a Non Conformance System including a Cause and Corrective Action System. ISO 9001:2015 or AS9100 Rev D Certification May be Provided as Proof of an Approved System in Lieu of an ENI Site Audit.</p> <p>Contractor must notify Excelco/Newbrook, Inc. when ANY of their sub-tiers are found to be NON-Compliant to Excelco/Newbrook, Inc. Specification, disapproved by the contractor and/or a Government/Industry data exchange program ("GIDEP") alert is required.</p>
Part f	Counterfeit Prevention	<p>Supplier must prevent the use of counterfeit parts and materials. ISO 9001:2015 or AS9100 Rev D Certification May be Provided as Proof of an Approved System in Lieu of an ENI Site Audit.</p>

All material, including material incorporated into the final product must be procured from the original equipment or component manufacturer (OEM/OCM), or the OEM/OCM's authorized distributor. Independent distributors or brokers are not acceptable suppliers and shall not be used to provide product delivered under this purchase order unless approved in advance, in writing, by Excelco/Newbrook, Inc. Traceability documentation to the manufacturer of record must be available and must be supplied to Excelco/Newbrook, Inc. upon request. Suppliers shall maintain a counterfeit risk mitigation process in accordance with industry recognized standards. Additionally, suppliers of electronic components shall maintain a counterfeit electronic part detection and avoidance process addressing the system criteria in DFARS 252-246-7007 when required in the terms and conditions of this contract.

Part g	Ethical Behavior	Supplier must Ensure that Persons Working Under the Organization's Control are Aware of the Importance of Ethical Behavior.
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Part h	Product Conformity	Supplier must Ensure that Persons Working Under the Organization's Control are Aware of their Contribution to Product or Service Conformity.
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Commercially available parts (COTS) supplied to this order must be an EXACT MATCH to the part number ordered. For upgraded, alternate, or equivalent parts considered, the SELLER must request and receive approval by purchase order amendment prior to shipment and acceptance by Excelco/Newbrook, Inc.

Parts procured to specifications such as MIL, MS, SAE, etc. may be substituted as allowed by the subject specification. If a QPL/QML exists for the product, the supplier must procure from an approved source. If no QPL exists, the supplier must verify that the material meets the standard in full.

Parts supplied to ENI supplied drawings shall be supplied exactly as ordered. Internal parts used on assemblies built to ENI drawings shall only be those specified on the ENI parts list or an associated ENI engineering approved databases for approved parts and materials. No changes are allowed without Excelco/Newbrook, Inc. approval.

The supplier shall perform a first article inspection for this Part Number if any of the following conditions occur:

- 1) First time product is manufactured for production.
- 2) A change in the design affecting fit, form, function and/or interchangeability of the part.
- 3) A change in manufacturing source(s), process(es), inspection method(s), acceptance criteria, location of manufacture, tooling or materials.
- 4) A change in numerical control program or translation to another media that is utilized to produce end item parts.
- 5) A natural or man-made event, which may adversely affect the manufacturing process.
- 6) A lapse in production for two years, or as specified by the customer.
- 7) For MOTS (Modified Off-the-Shelf) or AID (Altered Item Drawing) items, FAI of the modified portion at a minimum is required.

notE: A first article inspection report is not required for rework/repair purchase orders or for parts or material conforming to an established industry or national authority published specification, which has all characteristics identified by text description (i.e., COTS and Mil-Spec parts). The inspection shall include, but not be limited to a complete documented verification of all dimensions, features, notes, and specifications identified in the contract.

For all product changes, a delta FAI of the changes is acceptable. Additionally, the supplier shall be responsible for confirmation that all operations not performed in the supplier's facility meet applicable requirements. The supplier may utilize the most current version of AS9102 for their first article inspection report, utilizing AS9102 Forms 1, 2, and 3 or equivalent forms containing all Required and Conditionally Required information as outlined in AS9102.

All work (which term throughout this article includes without limitation raw materials, procedures and processes, components, intermediate assemblies and end products) that is performed in accordance with order requirements of this purchase order shall be subject to inspection and test by Buyer and the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance. Seller is responsible for, and shall upon Buyer's request furnish evidence of, compliance with all requirements of the order; and inspection and test by Buyer or the Government of any work, or approval of designs, drawings, samples, test results, procedures, processes or schedules by Buyer or the Government does not relieve Seller from any responsibility to meet the order requirements.

In case any work is defective in material or workmanship or otherwise not in conformity with the requirements of this order, Buyer shall have the right either to reject it (with or without instructions as to its disposition) or to require correction. Work which has been rejected or required to be corrected shall be removed, or, if permitted or required by Buyer, corrected in place by and at the expense of Seller promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Seller fails promptly to remove such work which is required to be removed, or promptly to replace or correct such work as specified by Buyer, Buyer either (1) may, by purchase order or otherwise replace or correct such work and charge to Seller the cost occasioned Buyer thereby, or (2) may terminate this order for default as provided in the article of this order entitled "Default". Unless Seller corrects or replaces such work within the delivery schedule, Buyer may require the delivery of such work at a reduction in price which is equitable under the circumstances.

If any inspection or test is made by Buyer and/or the Government on the premises of Seller or a subtier subcontractor, Seller without additional charge shall provide a safe place to work and reasonable facilities and assistance for the convenience of Buyer and/or the Government's representatives in the performance of their duties. If Buyer and/or Government inspection or test is made at a point other than the premises of Seller or a subtier subcontractor, it shall be at the expense of Buyer except as otherwise provided in this order; provided that, in case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by Buyer and/or the Government shall be performed in such a manner as not to unduly delay the work. Buyer reserves the right to charge to Seller any additional costs of Buyer's and/or the Government's inspection and test when work is not ready at the time such inspection and test is requested by Seller or when re-inspection or retest is necessitated by prior rejection.

Acceptance or rejection of the work shall be made as promptly as practicable after delivery, except as otherwise provided in this order; but failure to inspect and accept or reject work shall neither relieve Seller from responsibility for such work as is not in accordance with the order requirements nor impose liability upon Buyer therefore. Except as otherwise provided in this order, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Inspection and test requirements specifically required by this order are for the convenience of Buyer and/or the Government and do not relieve Seller of its responsibility to provide a high-quality product which meets order requirements. If during the period specified in the article of this order entitled "Warranty" any failure to meet order requirements is uncovered (including any uncovered by Buyer's and/or the Government's own tests), Seller shall be responsible in accordance with the provisions of said warranty article for correcting the condition; this requirement applies regardless of the extent of testing or inspection specifically required by this order.

Seller shall provide and maintain, and require its subtier subcontractors to provide and maintain, an inspection and quality control system acceptable to Buyer and the Government covering the work hereunder. Records of all inspection and quality control work by Seller and its subtier subcontractors shall be kept complete and available to Buyer and/or the Government during performance of this order and for such longer period as may be specified elsewhere in this order. The following requirement is part of the standard Government Property (GP) clause of this purchase order (FAR 52.245-1): The Buyer / the Government shall have access to the Seller's premises and all GP, at reasonable times, for the purposes of reviewing, inspecting, and evaluating the Seller's property management plan(s), systems, procedures, records, and supporting documentation that pertains to GP.

Part i	Product Safety	<p>Supplier must Ensure that Persons Working Under the Organization's Control are Aware of their Contribution to Product Safety.</p> <p>If packaging requirements are not covered by specific instructions of drawing requirements, the supplier shall be responsible to determine the methods and materials (for example ASTM D3951) used to protect parts against corrosion, contamination, or deterioration, and physical damage within the shipping containers during transit to the delivery address specified in the PO. Parts shall be individually wrapped, bagged, or otherwise protected to prevent twisted and entangled leads and part-to-part contact when packaged within a larger pack.</p>
Part j	Safety	Seller shall have a safety program compliant with OSHA and/or State requirements.

Part k **Delivery**

All delivery requirements set forth in this order are firm. Seller agrees that delays during performance of the order which would cause delivery to extend beyond contractual delivery date(s), and which are the responsibility of Seller, must be made up by Seller at its expense through the use of whatever means are necessary including, but not limited to, overtime and additional work shifts. If Seller notifies Buyer that Seller anticipates or is encountering difficulty in complying with the delivery schedule specified in this order or not meeting any other requirement of this order, such notification shall be for information only and its receipt by Buyer shall not be construed as a waiver by Buyer (i) of any delivery schedule or date, or (ii) of compliance with any other order requirements by the Seller, or (iii) of any other rights or remedies provided to Buyer by law under this order. Unless otherwise provided in this order or approved by the Buyer, delivery shall not be made more than forty-five days prior to the delivery dates specified herein. Buyer reserves the right to obtain consideration for approving such early delivery in addition to the impact to "Warranty" described in "Part o" of this section. Buyer may return early deliveries at Seller's risk and expense. Repair parts may ship by the purchase order delivery date or sooner; the forty-five day restriction does not apply to repair part procurements.

Part l **Warranty**

(1) In addition to its obligations under other provisions of this order (including those concerning inspection and acceptance), Seller warrants material and workmanship, and that the items furnished under this order will be manufactured in accordance with the order requirements, and, if Seller is responsible for design, will meet all design requirements set forth in this order. The term of this warranty is for a period of three years after delivery or for a period of one year after the date first placed in use, whichever first expires (or in the case of standard commercial articles, one year after delivery). However, in the case of a Buyer approved delivery earlier by more than 45 days with respect to the contract delivery date specified in this purchase order, the warranty period shall commence on the contract delivery date.

(2) Buyer shall give Seller notice of any defect or lack of conformity with order requirements within a reasonable time after discovery. Seller shall promptly thereafter (without additional cost to the Buyer) either correct or replace such defective or nonconforming item or component thereof, and correct or replace all appropriate drawings, procedures, technical manuals, design reports and substantiating data. If Buyer does not require correction or replacement of the defective or non-conforming item or component thereof, Seller, within a reasonable time after the notice shall repay such portions of the order price of the item as is equitable under the circumstances. If Seller fails to proceed with reasonable promptness to make any correction or replacement in accordance with the provisions of this article, Buyer reserves the right to cause such corrections or replacement to be made and Seller agrees to reimburse Buyer for the costs incurred thereby.

Unless otherwise agreed, correction or replacement of defective or non-conforming items or components thereof shall be performed subject to and in accordance with the provisions of this order. Buyer has the right to require Seller to correct in place any defective or non-conforming item or component thereof delivered under this order or to return such item or component to Seller for correction in which case Seller shall be responsible for packing and packaging charges and shipping cost (to and from Seller's plant) for the item or component returned for correction.

In exercising this right, Buyer will notify Seller which alternative it proposes to take. In this connection, Buyer will be reasonable in making its election in terms of its and the Government's time requirements, the relative economies of each course and the particular circumstances at the time of election, giving due regard to any reasonable requests of Seller. In the event that Seller is required to correct in place, Seller shall not be responsible for removal or reinstallation of the items or structural parts not furnished by Seller under this order. Seller shall not be required to incur costs for such correction in place in excess of an amount equal to the total price of this order. In the event that any defective item is returned by Buyer to Seller's plant for correction, Buyer shall be responsible for removing the defective item from the system and Seller shall, upon completion of correction, make delivery as directed by Buyer, but shall not be obligated to incur costs in excess of the total price of this order, plus shipping (to and from Seller's plant) and packing and packaging charges, nor shall Seller be responsible for any costs of reinstallation. However, Seller shall not be responsible for shipping costs outside the continental limits of the United States.

(3) The warranty with respect to a corrected or replaced item, items or components thereof, shall be subject to the same terms as the warranty provided for in paragraph (1). The original warranty for other than the corrected or replaced item, items, or components thereof shall continue until the expiration of the period prescribed in paragraph a. plus a period equal to the time elapsed between the discovery of the defect and correction or replacement of the defective item, items or components thereof.

(4) Approval of designs, drawings, samples, test results, procedures, processes or schedules by Buyer or the Government shall not in any way limit or diminish Seller's warranties hereunder.

(5) Computer Hardware, Software and Firmware. In addition to, and without limitation upon, the warranty provided under the other provisions of this Article, the following provision entitled "Virus Warranty" applies to all orders and the following provision entitled Year 2000 Warranty applies to all orders for (i) customized (i.e., developed directly for Buyer) software, hardware and/or firmware and (ii) software, hardware and firmware which is incorporated within items furnished under this order.

Virus Warranty: Software and hardware provided by the Seller shall not contain known computer viruses or other malicious software in accordance with the following: Viruses are program code that replicate themselves on execution and create undesirable effects, generally only applicable to personal computer systems. Malicious software is program code intentionally added to programs or media to produce undesirable results. An unintentional software error is not malicious code and will be resolved in accordance with other applicable purchase order requirements. The Seller shall take anti-virus and anti-malicious software precautions including installation and proper use of anti-virus software where applicable and implementation of workplace awareness to avoid conveying known computer viruses or other malicious software to the Buyer. Specifically, all computer files, disks, memories, or other media produced by or utilized on operating systems supported by anti-virus utilities and provided by the Seller to the Buyer (other than third party supplied software in its original, unopened packaging materials) shall be checked by the Seller prior to delivery to the Buyer to detect and remove any known computer virus or other known malicious software. The Seller virus check shall be performed using the current signature file and software revision for the Seller selected anti-virus software. The Seller shall include a statement verifying that the check has been made prior to delivery to the Buyer. The Seller is not required to perform a virus check on media generated by operating systems not supported by anti-virus utilities. The Seller shall replace or correct media found to have virus/malicious software during the Seller's check or later found by the Buyer during initial use (including receipt inspection virus check when applicable). The Buyer will provide written notification regarding any virus/malicious software contamination to the Seller.

Year 2000 Warranty: Seller warrants that each hardware, software and firmware product manufactured, developed, or integrated by Seller and delivered under this purchase order (if this order is for supplies) and/or maintained under this purchase order (if this order is for maintenance services) shall be able to process date data from, into and between the years beginning with 19 (i.e., 1900-1999) and the years beginning with 20 (i.e., 2000-2099). This includes, but is not limited to, calculating, comparing and sequencing when used in accordance with Seller's product documentation. If the purchase order requires that specific listed products shall perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. Repair or replacement of non-compliant products shall be with products that are Year 2000 compliant. Nothing in this warranty shall be construed to limit the rights or remedies the Buyer may otherwise have under this purchase order with respect to defects other than Year 2000 performance.

(6) In the event this order is, in full or in part, for services, then (i) paragraphs (1) and (2) above are deleted solely with regard to the services portion of this order and replaced with FAR 52.246-20, Warranty of Services and (ii) paragraphs c and e remain fully applicable except that references to "items" or "components" are replaced with "services" and (iii) those portions of paragraph (5) that qualify as services remain applicable.

Part m	Changes
	<p>Buyer may at any time, by a written Change Order issued by Buyer and without notice to the sureties, make changes, within the general scope of this order, to (i) the amount of Customer Furnished Property; (ii) the quantities or items of any repair part lists; and (iii) any one or more of the following:</p> <ol style="list-style-type: none"> 1. If the purchase is in whole or in part for supplies: (i) drawings, designs and/or specifications when the supplies to be furnished are to be specifically manufactured for Buyer in accordance with the drawings, designs and/or specifications; (ii) method of shipment or packing and (iii) place of delivery, inspection and/or acceptance. 2. If the purchase order is in whole or in part for research and development: (i) drawings, designs or specifications; (ii) method of shipment or packing and (iii) place of delivery, inspection and/or acceptance. 3. If the purchase is in whole or in part for any other services: (i) description of services to be performed; (ii) time of performance (i.e., hours of the day, days of the week, etc.) and (iii) place of performance of the services. <p>If any such Change Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this order, or otherwise affects any other provision of this order, whether changed or not changed by any such written notice of change, an equitable adjustment shall be negotiated in the order price or delivery requirements or both, and in such other provisions of the order as may be affected. Such adjustment shall be accomplished by a written amendment to this order signed by Buyer. No changes to this order are authorized unless made by a Buyer representative and substantiated by a formal written amendment/change order. Changes made by Seller, unless authorized by a formal written amendment/change order, shall be made at the sole risk of Seller, there being no financial recourse against Buyer.</p> <p>Any request by Seller for equitable adjustment under this article must be asserted within thirty days or such earlier date as may be specified by Buyer from the date of receipt by Seller of the notification of Change Orders; provided, however, that Buyer, if it decides that the facts justify such action, may receive and act upon any such Request for Equitable Adjustment (RFEA) asserted at any time prior to final payment under this order. Where the cost of property made obsolete or excess as a result of change is included in Seller's RFEA, Buyer reserves the right to prescribe the manner of disposition of such property.</p>

nothing in this article shall excuse Seller from proceeding with the order as changed. Buyer will not pay for additional work or extras unless such work or extras have been ordered in writing and the price therefore agreed upon. Changes made by Seller without an authorized Change Order or Amendment shall be made at the sole risk of Seller, there being no financial recourse against Buyer. Seller shall not substitute other material or accessories for those specified in the order without the written consent of Buyer.

Clause B Security Specific Requirements

Section 1	The following are Applicable to Contracts Containing Military Critical Technical Data	
Part a	When Soliciting Bid, and no contract yet exists	
Part a1	DD-2345	Any Sub-Tier Supplier working with ENI must provide an active copy of their DD-2345: Military Critical Technical Data Agreement
Section 2	The Following are Applicable to Contracts Containing U-NNPI	
Part a	When Soliciting Bid, and no contract yet exists (U-NNPI)	
Part a1	NN-801	NN-801 must be Passed Down to Sub Tier Suppliers
Part a2	NN-677	NN-677: Agreement for Protection of Unclassified Naval Nuclear Propulsion Information (U-NNPI) as Part of an Inquiry must be filled out and Returned to ENI PRIOR to Documents Being Transferred.
Part a3	NIST 800-88	All Documents must Either be Returned to ENI or Destroyed In Accordance With NIST 800-88 Requirements.
Part a4	US Citizenship	All Employees must be Exclusively United States Citizens. Visitors, guests, sub-contractors, and all others that my access the facility, parts or documented information of this order must be Exclusively United States Citizens. Non-Citizen Green Card Holders and Dual Citizens are not Permitted.
Part b	Once a Contract is Established (U-NNPI)	
Part b1	NN-801 Enclosure 3	Sub-Tier must Return a Filled NN-801 Enclosure 3 to ENI
Part b2	SSP	Seller must Send ENI a Copy of Their Supplier Security Plan (In Accordance With NN-801) to be Reviewed By ENI for Approval

Clause C Mandatory When Invoked Requirements

Section 1	Rated Orders	
Part a	Rating System	All prime contracts, subcontracts or purchase orders in support of an authorized program are given a priority rating. A DX rating is assigned to those programs of the highest national priority. Per DoD 4400.1-M, the Under Secretary of Defense for AT&L approves DO rated orders and nominates to the Secretary of Defense for approval of DX rated orders. An unrated order is a commercial order or a DoD order that is not ratable. A DX rating takes priority over a DO rating which takes priority over an unrated order. Rated programs are also given a program identifier symbol. Examples are A1 for Aircraft and A3 for ships. The program identifier symbol does not, by itself, indicate any priority. DPAS issues are to be resolved at the lowest level possible.
Part b	Basic Provisions	<ol style="list-style-type: none"> Mandatory Acceptance A contractor, subcontractor, or supplier shall accept a rated order when: <ul style="list-style-type: none"> - They make the item - Normal terms of sale apply - When they can meet delivery dates required the contract <p>A rated order shall be accepted or rejected, in writing, within 15 working days for DO rated orders and 10 days for DX rated orders. Special requirements apply for emergency preparedness rated orders (See 700.13 (d) (3). Exceptions are found in 15 CFR 700.13(b)</p> Mandatory Extension Contractors are responsible for extending the received rating to their suppliers to obtain items needed to fill rated orders or to obtain replacements of inventoried items. Priority Scheduling Operations, including the acquisition of all needed production items, shall be scheduled to satisfy the delivery requirements of each rated order. Customer notification Requirements If a person has accepted a rated order and subsequently finds that shipment or performance will be delayed, the person must notify the customer immediately, give the reasons for the delay, and advise the customer of a new shipment or performance date. If notification is given verbally, written (hard copy) or electronic confirmation must be provided within one working day of the verbal notice.
Section2	Special Ordering Requirements	
Part a	Fraud and Falsification	This purchase order and activities hereunder are within the jurisdiction of the Department of Energy and/or the Navy. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal Statutes.

Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows:

"This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above."

Seller must agree to include the following statement preprinted (or otherwise permanently affixed) on each manufacturing, inspection or test record used in conjunction with the subject subcontract: "note: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."

Seller shall include all provisions of this Article including this sentence in all sub tier contracts under this order. Any inability or unwillingness of a sub tier supplier to comply with this provision should be documented in writing and submitted to the Prime Contractor.

Seller shall advise Buyer promptly upon identification of any potential or actual fraud and falsification incidents pertaining to this order and occurring either within its own organization or within its sub tier(s) organization.

Part b Detrimental Material Control

During the course of manufacture and assembly, care is to be taken to insure that final surfaces of components and parts shall not have come in contact with elements which would have a detrimental effect on the base material. Aluminum base, copper base, and silver base alloys shall not come into contact with hardware (other than aluminum base or copper base hardware) that will subsequently exceed 600 Deg. F unless the contacted surface is visibly free of these alloys. Contact between final hardware surfaces and low melting point metals (antimony, bismuth, cadmium, lead, tin, and zinc) and alloys of these metals shall be prohibited. Each light source where hardware may be present that contains mercury and that is located less than twenty (20) feet above the shop floor or less than two feet above the top surface of hardware, shall have a secondary boundary of protection or containment. Portable or hand held light sources that contain mercury shall be shock resistant and have a secondary containment boundary regardless of location. Mercury spills in areas or under conditions where mercury could contact hardware shall be reported to Excelco/Newbrook's Quality Manager immediately. The use of acid with less than pH 5 on final surfaces of hardware is prohibited. Polyvinylchloride (PVC) sheet and film may be used to maintain cleanliness of hardware surfaces provided all of the following requirements are met: The PVC shall not contact hardware at temperatures above 175 Deg. F. If contact occurs above 175 Deg. F, immediately contact Excelco/Newbrook's Quality Manager for recovery method. Heated metal surfaces without temperature controls to prevent PVC decomposition shall not be used to heat seal PVC film, and all heat sealing shall be done in accordance with local procedures. This restriction does not apply to hot devices used for cutting or temperature controlled sealing irons designed for bonding PVC. Except as specified or as approved by Excelco/Newbrook, corrosion inhibitors shall not be employed to inhibit rusting at any stage of manufacture. Cadmium plated parts are prohibited in plugs and seals.

Part c Warranty (radiation)

Defective or non-conforming items or components thereof which Seller is required to correct or replace in accordance with the provisions of this article may be contaminated with radioactivity. Should the level of radioactivity of items or components thereof be sufficient to create by itself a "radiation area" as defined in 10 C.F.R. Sec. 20.1003 in effect on the date of this order, Seller shall nevertheless promptly correct or replace such items or components as directed by Buyer. In the event Seller's costs of correction or replacement are increased solely by reason of the level of radioactivity of any such items or components thereof which exceeds the level specified in the definition of "radiation area," an equitable adjustment shall be made, and such adjustments shall be agreed to in writing. If Buyer, with respect to any such items or components thereof having a level of radioactivity sufficient to create by itself a "radiation area", elects, as provided in paragraph b above, to require payment of an equitable portion of the order price, the parties shall not consider the estimated additional costs of correcting such item or component incurred solely by reason of the level of radioactivity specified in the definition of "radiation area".

Part d Level 1 Material

All Level 1 material shall be physically segregated by cages, racks, bins, shelves, roped off areas or by other attributes such as size or physical appearance. Segregation shall assure similar appearing materials are not mixed. All Level 1 material shall be provided with material traceability

Clause D FAR & DFAR Requirements

SECTION I: COMMERCIAL ITEM PROCUREMENTS
In accordance with FAR 52.212-5(e)(1), Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items and FAR 52.244-6 or DFARS 252.244-7000, Subcontracts for Commercial Items, the specified minimum FAR and DFARS provisions are incorporated herein by reference, as applicable and for all items being procured under this order that meet the definition of "Commercial item" in FAR 52.101. Please reference FAR 52.212-5(e)(1), FAR 52.244-6 and DFARS 252.244-7000 for additional information. Additionally, the clauses listed below are also incorporated by reference. DFARS clauses generally apply to DOD contracts.

ALL ORDERS

52.202-1	Definitions
52.203-3	Gratuities
52.203-19	Prohibition Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.216-7	Allowable Cost and Payment (applicable solely to cost type orders)
52.216-8	Fixed Fee (applicable solely to cost type orders)
52.216-10	Incentive Fee (applicable solely to cost type orders)
52.216-11	Cost Contract — No Fee (applicable solely to cost type orders)
52992-1	Notice to the Government of Labor Disputes
52.222-19	Child Labor — Cooperation with Authorities and Remedies
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal opportunity
52.222-50	Combating Trafficking in Persons
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.224-3	Privacy Training
52.225-13	Restrictions on Certain Foreign Purchases
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications — Classified Subject Matter
52.232-17	Interest
52.232-20	Limitation of Costs (applicable solely to cost type orders)
52.232-22	Limitations of Funds (applicable solely to incremental funded cost-reimbursement orders)
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.244-2	Subcontracts and Alternate 1 (applicable solely to cost type orders)
52.244-6	Subcontracts for Commercial Items

52.245-1	Government Property (with Alternate I when the conditions of FAR 45.107(a)(2) with reference to FAR 45.104(a) are met.)
52.245-9	Use and Charges
52.246-3	Inspection of Supplies — Cost Reimbursement
52.246-5	Inspection of Services — Cost Reimbursement
52.246-6	Inspection — Time and Material and Labor Hour
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability — Services
52.247-63	Preference for U. S. Flag Air Carriers
52.247-64	Preference for Privately Owned U. S. Flag Commercial Vessels
52.249-8	Default (Fixed Price Supply and Service)
52.249-14	Excusable Delays (applicable solely to cost type orders)
52.253-1	Computer Generated Forms
52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act – Supplies (May 2014)
52.225-5	Trade Agreements (Nov 2013)
52.225-8	Duty Free Entry (Oct 2010)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.228-3	Workers Compensation Insurance (Defense Base Act) (Jul 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) [1]
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.242-15	Stop Work Order (Aug 1989)
52.243-1	Changes – Fixed–Price (Aug 1987)
52.245-1	Government Property (Apr 2012)
52.246-11	Higher–Level Contract Quality Requirement (Dec 2014) [2]
52.247-63	Preference for U.S. Flag Air Carriers (June 2003) [3]
52.249-2	Termination for Convenience of the Government (Fixed–Price) (Apr 2012)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sept 1996)
52.249-8	Default (Fixed–Price Supply and Service) (Apr 1984)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.203-7002	Requirements to Inform Employees of Whistleblower Rights (Sept 2013)
252.204-7000	Disclosure of Information (Aug 2013)
252.204-7009	Limitations on the Use or Disclosure of Third–Party Contractor Reported Cyber Incident Information (Dec 2015)
252.204-7010	Requirement for Contractor to Notify DOD if the Contractor's Activities are Subject to Reporting Under the U. S. International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)
252.204-7014	Limitation on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
252.204-7015	notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.208-7000	Intent to Furnish Precious Metals as Government–Furnished Material (Dec 1991) [4]
252.211-7003	Item Unique Identification and Valuation (Mar 2016)
252.217-7009	Default (Dec 1991)
252.222-7000	Restrictions on Employment of Personnel (Mar 2000) [5]
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition of Storage, Treating, and Disposal of Toxic and Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium (May 2011)
252.225-7001	Buy American and Balance of Payments Program (Nov 2014)
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preferences for Certain Domestic Commodities (Feb 2013)
252.225-7013	Duty–Free Entry (May 2016)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7021	Trade Agreements (Oct 2015)
252.225-7025	Restriction on Acquisition of Forgings
252.225-7048	Export Controlled Items (June 2013)
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)
252.227-7015	Technical Data – Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Feb 2014)
252.227-7019	Validation of Asserted Restrictions–Computer Software (Sep 2011)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.228-7001	Ground and Flight Risk (Jun 2010)
252.239-7018	Supply Chain Risk
252.244-7000	Subcontracts for Commercial Items
252.245-7002	Reporting Loss of Government Property
252.246-7003	Notification of Potential Safety Issues (Jun 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)

252.246-7008	Sources of Electronic Parts
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep 2010)
252.247-7023	Transportation of Supplies by Sea—Basic (Apr 2014)
252.247-7024	notification of Transportation of Supplies by Sea (Mar 2000)

INCORPORATE IN ALL ORDERS THAT EXCEED THE MICRO--PURCHASE THRESHOLD OR \$3,500

52.222-54	Employment Eligibility Verification
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

INCORPORATE IN ALL ORDERS THAT EXCEED THE MICRO--PURCHASE THRESHOLD TO OR EXCEEDING \$10,000

52.219-28	Post-Award Small Business Program Representations
52.22240	Notification of Employee Rights under the National Labor Relations Act
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving

INCORPORATE IN ALL ORDERS THAT EXCEED THE MICRO--PURCHASE THRESHOLD TO OR EXCEEDING \$15,000

52.222.20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.222-36	Equal Opportunity for Workers with Disabilities

INCORPORATE IN ALL ORDERS THAT EXCEED \$30,000

52.204-10	Reporting Executive Compensation and First--Tier Subcontract Awards (Oct 2015)
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INCORPORATE IN ALL ORDERS THAT EXCEED \$35,000

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government that is a State Sponsor of Terrorism

INCORPORATE IN ALL ORDERS THAT ARE EQUAL TO OR EXCEEDING \$100,000

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
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INCORPORATE IN ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$150,000

52.203-6	(Alt I) Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti--Kickback Procedures (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011) [6]
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
52.215-2	Audit and Records—Negotiation (Oct 2010) [7]
52.215-14	Integrity of Unit Prices (Oct 2010)
52.222-4	Contract Work Hours and Safety Standards Act — Overtime Compensation (not applicable to the acquisition of commercial items)
52.222-17	Nondisplacement of Qualified Workers (May 2014)
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports on Veterans
52.215-23	Limitations on Pass--Through Charges (Oct 2009) [8]
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.248-1	Value Engineering (Oct 2010)
252.249-7002	notification of Anticipated Contract Termination or Reduction (Oct 2015)

INCORPORATE IN ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$250,000

52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustments for Illegal or Improper Activity
52.215-2	Audit and Records — Negotiations
52.215-14	Integrity of Unit Prices
52.219-8	Utilization of Small Business Concerns
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.242-13	Bankruptcy
52.244-5	Competition in Subcontracting
52.248-1	Value Engineering
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252-225-7012	Preference for Certain Domestic Commodities
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7052	Restriction on Acquisition on the Acquisition of Certain Magnets and Tugsten
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea

INCORPORATE IN ALL ORDERS ALL ORDERS THAT EXCEED \$500,000

52.222-56	Certification Regarding Trafficking in Person Compliance Plan (May 2015) [9]
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252.226-7001 Utilization of Indian Organizations, Indian--Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Sep 2004)

INCORPORATE IN ALL ORDERS ALL ORDERS THAT EXCEED \$700,000

52.219-9 Small Business Subcontracting Plan and Alternate II
 252.219-7003 Small Business Subcontracting Plan
 252.249-7002 Notification of Anticipated Contract Terminations or Reductions

INCORPORATE IN ALL ORDERS ALL ORDERS THAT EXCEED \$750,000

52.214-26 Audit and Records – Sealed Bidding (Oct 2010)
 52.215-18 Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
 52.215-19 notification of Ownership Changes (Oct 1997)

INCORPORATE IN ALL ORDERS ALL ORDERS THAT EXCEED \$1.5 MILLION

252.211-7000 Acquisition Streamlining (Oct 2010)

INCORPORATE IN ALL ORDERS ALL ORDERS THAT EXCEED \$2 MILLION

52.215-10 Price Reduction for Defective Cost or Pricing Data
 52.215-12 Subcontractor Cost or Pricing Data
 52.215-15 Pensions Adjustments and Asset Reversions
 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits PRB Other than Pensions
 52.215-19 Notification of Ownership Changes

 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data — Modifications
 52.215-23 Limitation on Pass-through Charges
 252.215-7000 Pricing Adjustments
 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance Systems

INCORPORATE IN ALL ORDERS THAT EXCEED \$5.5 MILLION

52.203-13 Contractor Code of Business Ethics and Conduct
 252.203-7004 Display of Hotline Posters

INCORPORATE IN ALL ORDERS THAT EXCEED \$13.5 MILLION

252.225-7004 Report of Intended Performance Outside the United States and Canada-Submission after Award

SECTION II: NON-COMMERCIAL ITEM PROCUREMENTS

The following FAR and DFARS Provisions are incorporated herein by reference for all items being procured under this order that do not meet the definition of “Commercial Item” found in FAR 2.101. DFARS clauses generally apply to DOD contracts.

ALL ORDERS

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
 52.211-5 Material Requirements (Aug 2000)
 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
 52.222-3 Convict Labor (June 2003)
 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
 52.222-26 Equal Opportunity (Apr 2015)
 52.222-50 Combating Trafficking in Persons (Mar 2015)
 52.223-6 Drug Free Workplace (May 2001)
 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
 52.225-1 Buy American Act – Supplies (May 2014)
 52.225-5 Trade Agreements (Nov 2013)
 52.225-8 Duty--Free Entry (Oct 2010)
 52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
 52.227-9 Refund of Royalties (Apr 1984) [11]
 52.227-11 Patent Rights—Ownership by the Contractor (May 2014)
 52.227-13 Patent Rights—Ownership by the Government (Dec 2007)
 52.227-14 Rights in Data—General (May 2014)
 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) [12]
 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
 52.242-15 Stop Work Order (Aug 1989)
 52.243-1 Changes – Fixed--Price (Aug 1987)
 52.244-6 Subcontracts for Commercial Items (Jun 2016)
 52.245-1 Government Property (Apr 2012)
 52.247-63 Preference for U.S. Flag Air Carriers (June 2003) [13]
 52.247-64 Preference for Privately Owned U.S.--Flag Commercial Vessels (Feb 2006)
 52.249-2 Termination for Convenience of the Government (Fixed--Price) (Apr 2012)
 52.249-5 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sept 1996)
 52.249-8 Default (Fixed--Price Supply and Service) (Apr 1984)
 252.203-7002 Requirements to Inform Employees of Whistleblower Rights (Sept 2013)
 252.204-7000 Disclosure of Information (Aug 2013)

252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)
252.204-7014	Limitation on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
252.204-7015	notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991) ¹⁴
252.211-7003	Item Unique Identification and Valuation (Mar 2016)
252.215-7000	Pricing Adjustments (Dec 2012)
252.217-7009	Default (Dec 1991)
252.222-7000	Restrictions on Employment of Personnel (Mar 2000)
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)
252.225-7001	Buy American and Balance of Payments Program (Nov 2014)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)
252.225-7013	Duty-Free Entry (May 2016)
252.225-7021	Trade Agreements (Oct 2015)
252.225-7048	Export-Controlled Items (Jun 2013)
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)
252.227-7015	Technical Data – Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Feb 2014)
252.227-7019	Validation of Asserted Restrictions—Computer Software (Sep 2011)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business) (Jun 2012)
252.228-7001	Ground and Flight Risk (Jun 2010)
252.235-7003	Frequency Authorization – Basic (May 2014)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.244-7000	Subcontracts for Commercial Items (Jun 2013)
252.246-7003	notification of Potential Safety Issues (Jun 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep 2010)
252.247-7023	Transportation of Supplies by Sea—Basic (Apr 2014)
252.247-7024	notification of Transportation of Supplies by Sea (Mar 2000)

ALL ORDERS THAT EXCEED \$2,500

52.222-41	Service Contract Labor Standards (May 2014)
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ALL ORDERS THAT EXCEED THE MICRO-PURCHASE THRESHOLD OR \$3,500

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.222-54	Employment Eligibility Verification (Oct 2015)

ALL ORDERS THAT EXCEED \$10,000

52.222-40	notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
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ALL ORDERS THAT EXCEED \$15,000

52.222-20	Walsh-Healey Public Contracts Act (Oct 2010)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)

ALL ORDERS THAT EXCEED 35,000

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) ^[15]
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ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$150,000

52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014)
52.215-2	Audit and Records--Negotiations (Oct 2010)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-23	Limitation on Pass-Through Charges (Oct 2009)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2014) ^[16]
52.227-1	Authorization and Consent (Dec 2007)

ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$150,000

52.227-2	notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.248-1	Value Engineering (Oct 2010)
252.203-7001	Prohibition on Person Convicted of Fraud or Other Defense--Contract--Related Felonies (Dec 2008)
252.249-7002	notification of Anticipated Contract Termination or Reduction (Oct 2015)

ALL ORDERS THAT EXCEED \$500,000

252.226-7001	Utilization of Indian Organizations, Indian--Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Sep 2004)
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ALL ORDERS THAT EXCEED \$700,000

52.219-8	Utilization of Small Business Concerns (Oct 2014) [17]
52.219-9	Small Business Subcontracting Plan (Oct 2015)
52.215-18	Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.215-19	notification of Ownership Changes (Oct 1997)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)--Basic (Mar 2016) [18]
252.219-7004	Small Business Subcontracting Plan (Test Program) (Oct 2014)

ALL ORDERS THAT EXCEED \$1 MILLION

252.225-7033	Waiver of United Kingdom Levies (Apr 2003) [19]
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ALL ORDERS THAT EXCEED \$1.5 MILLION

252.211-7000	Acquisition Streamlining (Oct 2010)
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ALL ORDERS THAT EXCEED \$5.5 MILLION

52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) [20]
52.203-14	Display of Hotline Poster(s) (Oct 2015)
252.203-7003	Agency Office of the Inspector General (Dec 2012)
252.203-7004	Display of Hotline Posters (Oct 2015)

SECTION III: FOREIGN SUPPLIERS

The below provisions apply to foreign suppliers providing goods or services sourced from outside the United States. If foreign suppliers subcontract with suppliers in the United States or otherwise complete work in or recruit employees from the United States, then the provisions referenced in Sections I and II apply as described above.

Section IIIA: Commercial Item Procurements

In accordance with FAR 52.212--5(e)(1), Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2016) and DFARS 252.244--7000, Subcontracts for Commercial Items, the specified minimum FAR and DFARS provisions are incorporated herein by reference, as applicable and for all items being procured under this order that meet the definition of "Commercial item" in FAR 2.101.

ALL ORDERS

52.224-2	Privacy Act (Apr 1984)
52.225-1	Buy American Act -- Supplies (May 2014)
52.225-5	Trade Agreements (Nov 2013)
52.225-8	Duty Free Entry (Oct 2010)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.228-3	Workers Compensation Insurance (Defense Base Act) (Jul 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) [21]
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.242-15	Stop Work Order (Aug 1989)
52.243-1	Changes -- Fixed--Price (Aug 1987)
52.245-1	Government Property (Apr 2012)
52.246-11	Higher--Level Contract Quality Requirement (Dec 2014) [22]
52.247-63	Preference for U.S. Flag Air Carriers (June 2003) [23]
52.249-2	Termination for Convenience of the Government (Fixed--Price) (Apr 2012)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sept 1996)
52.249-8	Default (Fixed--Price Supply and Service) (Apr 1984)
252.203-7002	Requirements to Inform Employees of Whistleblower Rights (Sept 2013)
252.204-7000	Disclosure of Information (Aug 2013)
252.204-7009	Limitations on the Use or Disclosure of Third--Party Contractor Reported Cyber Incident Information (Dec 2015)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)
252.204-7014	Limitation on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
252.204-7015	notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.208-7000	Intent to Furnish Precious Metals as Government--Furnished Material (Dec 1991) [24]
252.211-7003	Item Unique Identification and Valuation (Mar 2016)
252.217-7009	Default (Dec 1991)

252.223-7008	Prohibition of Hexavalent Chromium (May 2011)
252.225-7001	Buy American and Balance of Payments Program (Nov 2014)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preferences for Certain Domestic Commodities (Feb 2013)
252.225-7013	Duty-Free Entry (May 2016)
252.225-7021	Trade Agreements (Oct 2015)
252.225-7048	Export Controlled Items (June 2013)
252.227-7013	Rights in Technical Data—Noncommercial Items (Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)
252.227-7015	Technical Data – Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Feb 2014)
252.227-7019	Validation of Asserted Restrictions—Computer Software (Sep 2011)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.228-7001	Ground and Flight Risk (Jun 2010)
252.246-7003	notification of Potential Safety Issues (Jun 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep 2010)
252.247-7023	Transportation of Supplies by Sea—Basic (Apr 2014)
252.247-7024	notification of Transportation of Supplies by Sea (Mar 2000)

ALL ORDERS THAT EXCEED THE MICRO--PURCHASE THRESHOLD OR \$3,500

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
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ALL ORDERS THAT EXCEED \$30,000

52.204-10	Reporting Executive Compensation and First--Tier Subcontract Awards (Oct 2015)
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ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$150,000

52.203-6	(Alt I) Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-16	Preventing Personal Conflicts of Interest (Dec 2011) [25]
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)
52.215-2	Audit and Records—Negotiation (Oct 2010) [26]
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-23	Limitations on Pass-Through Charges (Oct 2009) [27]
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.248-1	Value Engineering (Oct 2010)
252.249-7002	notification of Anticipated Contract Termination or Reduction (Oct 2015)

ALL ORDERS THAT EXCEED \$500,000

52.222-56	Certification Regarding Trafficking in Person Compliance Plan (May 2015) [28]
252.226-7001	Utilization of Indian Organizations, Indian--Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Sep 2004)

ALL ORDERS THAT EXCEED \$750,000

52.214-26	Audit and Records – Sealed Bidding (Oct 2010)
52.215-18	Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.215-19	notification of Ownership Changes (Oct 1997)

ALL ORDERS THAT EXCEED \$1.5 MILLION

252.211-7000	Acquisition Streamlining (Oct 2010)
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ALL ORDERS THAT EXCEED \$5.5 MILLION

52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) [29]
252.203-7003	Agency Office of the Inspector General (Dec 2012) [30]

SECTION III B: NON-COMMERCIAL ITEM PROCUREMENTS

ALL ORDERS

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Apr 2015)

52.222-50	Combating Trafficking in Persons (Mar 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-1	Buy American Act – Supplies (May 2014)
52.225-5	Trade Agreements (Nov 2013)
52.225-8	Duty–Free Entry (Oct 2010)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-9	Refund of Royalties (Apr 1984) [31]
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) [32]
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.242-15	Stop Work Order (Aug 1989)
52.243-1	Changes – Fixed–Price (Aug 1987)
52.244-6	Subcontracts for Commercial Items (Jun 2016)
52.245-1	Government Property (Apr 2012)
52.247-63	Preference for U.S. Flag Air Carriers (June 2003) [33]
52.247-64	Preference for Privately Owned U.S.–Flag Commercial Vessels (Feb 2006)
52.249-2	Termination for Convenience of the Government (Fixed–Price) (Apr 2012)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sept 1996)
52.249-8	Default (Fixed–Price Supply and Service) (Apr 1984)
252.203-7002	Requirements to Inform Employees of Whistleblower Rights (Sept 2013)
252.204-7000	Disclosure of Information (Aug 2013)
252.204-7009	Limitations on the Use or Disclosure of Third–Party Contractor Reported Cyber Incident Information (Dec 2015)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)
252.204-7014	Limitation on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
252.204-7015	notice of Authorized Disclosure of Information for Litigation Support (May 2016)
252.208-7000	Intent to Furnish Precious Metals as Government–Furnished Material (Dec 1991) [34]
252.211-7003	Item Unique Identification and Valuation (Mar 2016)
252.215-7000	Pricing Adjustments (Dec 2012)
252.217-7009	Default (Dec 1991)
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)
252.225-7001	Buy American and Balance of Payments Program (Nov 2014)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)
252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)
252.225-7013	Duty–Free Entry (May 2016)
252.225-7021	Trade Agreements (Oct 2015)
252.225-7048	Export–Controlled Items (Jun 2013)
252.227-7013	Rights in Technical Data – Noncommercial Items (Feb 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)
252.227-7015	Technical Data – Commercial Items (Feb 2014)
252.227-7016	Rights in Bid or Proposal Information (Jan 2011)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Feb 2014)
252.227-7019	Validation of Asserted Restrictions–Computer Software (Sep 2011)
252.227-7025	Limitations on the Use or Disclosure of Government–Furnished Information Marked with Restrictive Legends (May 2013)
252.227-7037	Validation of Restrictive Markings on Technical Data (Jun 2013)
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business) (Jun 2012)
252.228-7001	Ground and Flight Risk (Jun 2010)
252.235-7003	Frequency Authorization – Basic (May 2014)
252.243-7001	Pricing of Contract Modifications (Dec 1991)
252.244-7000	Subcontracts for Commercial Items (Jun 2013)
252.246-7003	notification of Potential Safety Issues (Jun 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)
252.247-7003	Pass–Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sep 2010)
252.247-7023	Transportation of Supplies by Sea—Basic (Apr 2014)
252.247-7024	notification of Transportation of Supplies by Sea (Mar 2000)

ALL ORDERS THAT EXCEED \$2,500

52.222-41	Service Contract Labor Standards (May 2014)
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ALL ORDERS THAT EXCEED THE MICRO–PURCHASE THRESHOLD OR \$3,500

52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.222-54	Employment Eligibility Verification (Oct 2015)

ALL ORDERS THAT EXCEED \$10,000

52.222-40	notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
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ALL ORDERS THAT EXCEED \$15,000

52.222-20	Walsh–Healey Public Contracts Act (Oct 2010)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)

ALL ORDERS THAT EXCEED 35,000

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) [35]
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ALL ORDERS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD OR \$150,000

52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Apr 2014)
52.215-2	Audit and Records--Negotiations (Oct 2010)
52.215-14	Integrity of Unit Prices (Oct 2010)
52.215-23	Limitation on Pass--Through Charges (Oct 2009)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.248-1	Value Engineering (Oct 2010)
252.203-7001	Prohibition on Person Convicted of Fraud or Other Defense--Contract--Related Felonies (Dec 2008)
252.249-7002	notification of Anticipated Contract Termination or Reduction (Oct 2015)

ALL ORDERS THAT EXCEED \$500,000

252.226-7001	Utilization of Indian Organizations, Indian--Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Sep 2004)
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ALL ORDERS THAT EXCEED \$700,000

52.219-8	Utilization of Small Business Concerns (Oct 2014) [36]
52.219-9	Small Business Subcontracting Plan (Oct 2015)
52.215-18	Revision or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.215-19	notification of Ownership Changes (Oct 1997)

ALL ORDERS THAT EXCEED \$1 MILLION

252.225-7033	Waiver of United Kingdom Levies (Apr 2003) [37]
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ALL ORDERS THAT EXCEED \$1.5 MILLION

252.211-7000	Acquisition Streamlining (Oct 2010)
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ALL ORDERS THAT EXCEED \$5.5 MILLION

52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015) [38]
52.203-14	Display of Hotline Poster(s) (Oct 2015)
252.203-7003	Agency Office of the Inspector General (Dec 2012)
252.203-7004	Display of Hotline Posters (Oct 2015)

Footnotes

[1]	Required in contracts with small business concerns.
[2]	Required for critical and complex items as described in 46.203(b) and (c) respectively.
[3]	Required if the subcontract or purchase may involve air transportation.
[4]	Required in all subcontracts and purchase orders unless the Contractor knows that the item being purchased contains no precious metals.
[5]	Applies only to construction and service contracts to be performed in whole or in part within a noncontiguous State.
[6]	Required only if subcontractor employees will perform acquisition functions closely associated with inherently governmental functions
[7]	For contracts in excess of the simplified acquisition threshold and (1) That are cost--reimbursement, incentive, time--and--materials, labor--hour, or price--red terminable type or any combination of these; (2) For which certified cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
[8]	Required for cost--reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with DOD, in which case it applies to all cost-reimbursement subcontracts and fixed-price subcontracts, with limited exceptions, that exceed \$750,000.
[9]	Required if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off the shelf items.
[10]	Applies when FAR 52.203--13 applies.

[11]	Applies to any contract in which the amount of royalties, where royalties includes license fees, patent or license amortization costs, and similar costs or charges, reported during the negotiation of the subcontract exceed \$250.
[12]	Required in contracts with small business concerns.
[13]	Required if the subcontract or purchase may involve air transportation.
[14]	Required in all subcontracts and purchase orders unless the Contractor knows that the item being purchased contains no precious metals.
[15]	Subcontract must exceed \$35,000 in value and must not be a subcontract for commercially available off-the-shelf items.
[16]	Provided the subcontract requires or involves the employment of laborers and mechanics.
[17]	For construction of any public facility the threshold for applicability is \$1.5 million.
[18]	Applicable if FAR 52.219-9 applies.
[19]	Required in contracts for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.
[20]	Requires a performance period of more than 120 days to be applicable.
[21]	Required in contracts with small business concerns.
[22]	Required for critical and complex items as described in 46.203(b) and (c) respectively.
[23]	Required if the subcontract or purchase may involve air transportation
[24]	Required in all subcontracts and purchase orders unless the Contractor knows that the item being purchased contains no precious metals.
[25]	Required only if subcontractor employees will perform acquisition functions closely associated with inherently governmental functions
[26]	For contracts in excess of the simplified acquisition threshold and (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-red terminable type or any combination of these; (2) For which certified cost or pricing data are required; or (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.
[27]	Required for cost-reimbursement subcontracts that exceed the simplified acquisition threshold, except if the contract is with DOD, in which case it applies to all cost-reimbursement subcontracts and fixed-price subcontracts, with limited exceptions, that exceed \$750,000.
[28]	Required if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off the shelf items.
[29]	Requires a performance period of more than 120 days to be applicable.
[30]	Applies when FAR 52.203-13 applies.
[31]	Applies to any contract in which the amount of royalties, where royalties includes license fees, patent or license amortization costs, and similar costs or charges, reported during the negotiation of the subcontract exceed \$250.
[32]	Required in contracts with small business concerns.
[33]	Required if the subcontract or purchase may involve air transportation.
[34]	Required in all subcontracts and purchase orders unless the Contractor knows that the item being purchased contains no precious metals.
[35]	Subcontract must exceed \$35,000 in value and must not be a subcontract for commercially available off-the-shelf items.
[36]	For construction of any public facility the threshold for applicability is \$1.5 million.
[37]	Required in contracts for supplies where a lower-tier subcontract exceeding \$1 million with a U.K. firm is anticipated.
[38]	Requires a performance period of more than 120 days to be applicable.