

In addition to the ELCAN *General Terms and Conditions of Purchase*, and as further set out in Section 19(p) of the *General Terms and Conditions of Purchase*, certain Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Supplement (DFARS) clauses shall apply to this Purchase Order as required by the terms of the Government prime contract, or by operation of law or regulation. If this Purchase Order was submitted as a purchase made in connection with a U.S. Government prime contract, these FAR and DFARS clauses will be applicable. If the recipient of this Purchase Order is unsure if it is a flowdown of a U.S. Government contract, please confirm with the buyer you are working with.

The effective version of each FAR and DFARS clause shall be the same version as which appears in the prime contract or higher-tier subcontract under which this Purchase Order is issued, and are incorporated herein by reference. The version number of the relevant FAR/DFARS clause shall be the most recent version available at the following links. Further information and full text about the individual FAR and DFARS clauses may be accessed at: <https://www.acquisition.gov/far> (for FAR clauses), and <https://www.acquisition.gov/dfars> (for DFARS clauses).

Whenever necessary to make the context of the Clauses applicable to the Purchase Order, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor”, the term “Contract” shall mean the “Purchase Order”, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean “Buyer”, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases, “Government Property”, “Government-Furnished Property”, and “Government-Owned Property”, (b) in the patent Clauses incorporated herein, (c) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein.

The FAR and DFARS clauses listed below are incorporated herein as if set forth in full text, in accordance with paragraph 2 above. If any of the following clauses do not apply to this Purchase Order, or to the Seller’s business specifically, they are considered to be self-deleting. However, Seller shall incorporate into each lower tier contract issued in support of this Purchase Order the applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

The Seller is requested to further reference Section 19(p) of the *General Terms and Conditions of Purchase* for any additional clauses applicable to the Seller. Seller shall notify Buyer if it is unable to comply with any of these clauses.

CLAUSES INCORPORATED BY REFERENCE:

The following FAR and DFARS clauses apply to this Contract:

Clause Number	Title	Applicability (Reference to 'Purchase Orders', 'Orders' or 'Contracts', includes the underlying Solicitations)
52.203-6	Restrictions On Subcontractor Sales To The Government	Applicable to all Orders over the Simplified Acquisition Threshold.
52.203-7	Anti-Kickback Procedures	Applicable to all Orders that exceed \$150,000, excepting paragraph (c) (1).
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Applicable to all Orders exceeding \$150,000.
52.203-13	Contractor Code of Business Ethics and Conduct	Applicable to all Orders, including for commercial products or commercial services pursuant to 52.244-6, (i) that have a value more than \$6 million; and (ii) that have a performance period of more than 120 days. (In paragraph (b) (3) (i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in paragraph (b) (3) (ii) the meaning of "Government" does not change, and in paragraphs (b) (3) (iii) and (c) (2) (ii) (F), the meaning of "OIG of the ordering agency", "IG of the agency", "agency OIG", and "Contracting Officer" do not change.
52.203-17	Contractor Employee Whistleblower Rights" (Excluding contracts with the DoD, NASA, the Coast Guard, or applicable elements of the intelligence community.	Applicable to all Orders without regard to contract value.
52.204-2	Security Requirements	Applicable to all Orders that involve access to classified information. Any reference to the Changes clause is excluded.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Applicable to all Orders when the Buyer is the Prime Contractor and the Order exceeds \$30,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Applicable to all Orders, including subcontracts for the acquisition of commercial products or commercial services.
52.211-5	Material Requirements	Applicable to Orders for supplies that are not Commercial Items.

52.215-2	Audit and Records--Negotiation	Applicable to the following Orders that exceed the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Applicable to all Orders that require the Seller to provide certified cost or pricing data. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data Modifications	Applicable to all Orders when it is contemplated that certified cost or pricing data will be required from the contractor or any subcontractor (see 15.403-4) for the pricing of contract modifications, and the clause prescribed in paragraph (b) of this section has not been included.
52.215-12	Subcontractor Certified Cost or Pricing Data	Applicable to Orders in excess of \$2 Million. This clause does not apply to Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	Applicable to Orders in solicitations and contracts when the clause prescribed in paragraph (c) of this section is included.
52.215-14	Integrity of Unit Prices	Applicable to Orders for supplies that exceed the micro-purchase threshold, as defined at FAR 2.101 in effect as of the date of the Prime Contract.
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data	Applicable to all Orders without regard to contract value.
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	Applicable to all Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications.
52.215-23	Limitations on Pass-Through Charges	Applicable to all cost-reimbursement Orders that exceed the simplified acquisition threshold; except if the Buyers' prime contract is with the DoD, then applicable to all cost-reimbursement Orders and all fixed-price Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
52.219-8	Utilization of Small Business Concerns	Applicable to Orders over the SAT, including Orders for Commercial Items pursuant to 52.244-6, that offer further subcontracting opportunities.

52.219-9	Small Business Subcontracting Plan	Applicable in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$750,000 (\$1.5 million for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program.
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	Applicable to Orders for supplies that exceed the micro-purchase threshold, as defined at FAR 2.101 in effect as of the date of the Prime Contract.
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	Applicable to Orders over \$15,000 for the manufacture or furnishing of materials, supplies, articles or equipment.
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Applicable to anticipated first tier suppliers' Orders of \$10 million or more, other than those for construction, that are subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP).
52.222-26	Equal Opportunity	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Orders except to the extent that work under the Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
52.222-35	Equal Opportunity for Veterans	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Orders except when work is performed outside the United States by employees recruited outside the United States.
52.222-36	Equal Opportunity for Workers with Disabilities	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, exceeding \$15,000. Foreign Sellers: Applicable to Orders to the extent that (i) work under the Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or (ii) Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin

		Islands, or Wake Island to work on the Order.
52.222-37	Employment Reports on Veterans	Applicable to all Orders over \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary.
52.222-50	Combating Trafficking in Persons	Applicable to all Orders, including for Commercial Items pursuant to 52.244-6, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that are acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$550,000 in value.
52.223-6	Drug-Free Workplace	Applicable to Orders except when (i) the value of the acquisition is at or below the simplified acquisition threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.
52.223-7	Notice of Radioactive Materials	Applicable to all Orders without regard to contract value.
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Applicable to all Orders without regard to contract value.
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	Applicable to all Orders over the Micro-Purchase Threshold.
52.225-5	Trade Agreements	Applicable to all Orders without regard to contract value.
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles	Applicable to Orders in solicitations for civil aircraft and related articles, if the acquisition value is less than \$191,000.
52.225-8	Duty-Free Entry	Applicable to all Orders without regard to contract value.
52.225-13	Restrictions on Certain Foreign Purchases	Applicable to all Orders.
52.227-1	Authorization and Consent	Applicable to all Orders over the Simplified Acquisition Threshold.
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	Applicable to all Orders over the Simplified Acquisition Threshold.
52.230-2	Cost Accounting Standards	Applicable when stated in the Order.
52.230-3	Disclosure and Consistency of Cost Accounting Practices	Applicable in negotiated contracts when the contract amount is over \$2 million, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage.
52.232-16	Progress Payments	Applicable clause per terms set out at the pre-condition of clause 32.502-4.

52.232-39	Unenforceability of Unauthorized Obligations	Applicable to all Orders involving EULA, TOS, or similar software agreement.
52.244-6	Subcontracts for Commercial Products and Commercial Services	Applicable to all Orders.
52.245-1	Government Property	Applicable to all Orders where: (i) All cost-reimbursement and time-and-material type solicitations and contracts, and labor-hour solicitations when property is expected to be furnished for the labor-hour contracts. (ii) Fixed-price solicitations and contracts when the Government will provide Government property. (iii) Contracts or modifications awarded under FAR part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government. When FAR 52.245-1 is applicable, the supplier shall ensure: • Use of the property is only for the accountable subcontract/sales order. • All incidents of loss, damage or destruction will be promptly reported to Customer with pertinent facts as requested • The supplier is liable for loss, damage or destruction of property. • The supplier shall perform physical inventories of all United States Government/Customer Property as requested and will provide the written results of those inventories to Customer. • Suppliers will allow US Government personnel or their designated agents reasonable access to their facilities and the US Government property. • Upon completion of the contract, Supply Chain may require the return of customer owned property to Customer for inspection and audit purposes. If the contract exceeds 1 year in duration the Manager Product Quality, through his delegate, will confirm that the property is in the possession of the subcontractor and in good condition.
52.251-1	Government Supply Sources	Applicable to any solicitations and contracts when the contracting officer authorizes the contractor to acquire supplies or services from a Government supply source.
DFARS		

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	Applicable to all Orders exceeding the simplified acquisition threshold.
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	Applicable in all solicitations, including solicitations using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for solicitations solely for the acquisition of commercially available off-the-shelf (COTS) items.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Applicable to all Orders for operationally critical support, or for which Order performance will involve covered defense information.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	Applicable to all Orders.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Applicable to all Orders including those for the acquisition of Commercial Items.
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	Applicable to all Orders, including those using FAR part 12 procedures for the acquisition of commercial products and commercial services, except for those that are solely for the acquisition of COTS items.
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	Applicable to Orders over \$35,000.
252.211-7003	Item Unique Identification and Valuation	Applicable to all Orders. Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)	Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, that contain the clause at FAR 52.219-9, Small Business Subcontracting Plan.
252.219-7004	Small Business Subcontracting Plan (Test Program)	Applicable to all Orders to Sellers that participate in the Test Program described in DFARS 219.702-70, if the subcontract offers further subcontracting opportunities and is expected to exceed the applicable threshold specified in FAR 19.702(a) on the date of subcontract/Order award.
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Applicable to Orders over \$1 million except Orders for the acquisition of commercial items, including commercially available off-the-shelf items.

252.223-7004	Drug Free Work Force	Applicable to Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the simplified acquisition threshold, or (iii) the Order is for Commercial Items.
252.225-7001	Buy American And Balance Of Payments Program--Basic	Applicable to all Orders except Orders for commercially available off-the-shelf items (COTS) as defined at FAR 2.101. Seller must deliver goods that contain more than 50% United States or Qualifying Country content pursuant to the clause.
252.225-7004	Report of Intended Performance Outside the United States and Canada-- Submission after Award	Applicable to all Orders having a value of greater than \$750,000 and the work could be performed inside the United States or Canada. Seller agrees to immediately inform Buyer if there are any changes to the information submitted with its offer.
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Applicable to first-tier Orders exceeding \$650,000, except those for commercial items, contraction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	Applicable to all Orders for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulation or the 600 series of the Commerce Control List.
252.225-7008	Restriction on Acquisition of Specialty Metals	Applicable to all Orders without regard to contract value.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Applicable to all Orders, excluding paragraph (d) and (e) (1) which are deleted from this clause, for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.
252.225-7012	Preference For Certain Domestic Commodities	Applicable to all Orders exceeding \$150,000, including those using FAR part 12 procedures for the acquisition of commercial items. [Applies at any dollar value, only for the acquisitions athletic footwear purchased by DoD for use by members of the Army, Navy, Air Force, or Marine Corps upon their initial entry into the Armed Forces].
252.225-7013	Duty-Free Entry	"Duty-Free Entry" (Applicable to all Orders for "qualifying country components" or "nonqualifying country components" for which the Supplier estimates that duty will exceed \$200 per unit. The information required by paragraph (j) (3) of this clause is available upon request.)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Applicable to all Orders for Goods that contain ball or roller bearings, except those that are for commercial items.

252.225-7021	Trade Agreements	Applicable to all Orders without regard to contract value.
252.225-7025	Restriction on Acquisition of Forgings	Applicable to all Orders without regard to contract value.
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	Applicable to all Orders for supplies and services.
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate.	Applicable to all Orders without regard to contract value.
252.225-7036	Buy American Act-Free Trade Agreement Balance of Payments Program	Applicable to all Orders without regard to contract value.
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Applicable to all Orders that require performance or travel outside the U.S., except subcontractors who are a foreign government, a representative of a foreign government, or a foreign corporation wholly owned by a foreign government.
252.225-7048	Export-Controlled Items	Applicable to all Orders.
252.225-7051	Prohibition on Acquisition of Certain Foreign Commercial Satellite Services	Applicable in solicitations and contracts for the acquisition of commercial satellite services, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	Applicable to all Orders for the delivery of goods that are for items containing a covered material, that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies.
252.225-7053	Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation	Applicable to all Orders.
252.225-7054	Representation on Use of Certain Energy Sourced from Inside the Russian Federation	Applicable to all Orders at or below the simplified acquisition threshold, that are for the acquisition of furnished energy for a covered military installation.
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	Applicable to all Orders.
252.225-7057	Pre-award Disclosure of Employment of Individual's who work in the People's Republic of China	Applicable to all solicitations and Orders supporting DoD with a value in excess of \$5 million, not including solicitations for commercial products and services.
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	Applicable to all Orders without regard to contract value.
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations	Applicable to Orders valued above \$150,000 that are for the acquisition of covered items, including subcontracts for commercial products, including commercially available off-the-shelf items, and commercial

252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations DEVIATION 2024-00006	Applicable to all Orders.
252.225-7972	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems	Applicable to all Orders without regard to contract value.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Applicable to all Orders exceeding \$500,000
252.227-7016	Rights in Bid or Proposal Information	Applicable to all Orders.
252.227-7037	Validation of Restrictive Markings on Technical Data	Applicable to all Orders requiring the delivery of technical data.
252.239-7009	Representation of Use of Cloud Computing	Applicable to all Orders without regard to contract value.
252.239-7010	Cloud Computing Services	Applicable to all Orders without regard to contract value.
252.239-7018	Supply Chain Risk	Applicable in all solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for information technology, whether acquired as a service or as a supply, that is a covered system, is a part of a covered system, or is in support of a covered system, as defined at 239.7301.
252.244-7000	Subcontracts for Commercial Products or Commercial Services	Applicable to all Orders.
252.246-7003	Notification of Potential Safety Issues	Applicable in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial products and commercial services, for the acquisition of- (1) Repairable or consumable parts identified as critical safety items; (2) Systems and subsystems, assemblies, and subassemblies integral to a system; or (3) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system
252.246-7008	Sources of Electronic Parts	Applicable to all Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer.

252.247-7023	Transportation of Supplies by Sea	Applicable if the Seller is transporting supplies by sea under this Order and (i) This Order is a construction contract; or (ii) The supplies being transported are— (A) Noncommercial items; or (B) Commercial items that— (1) The Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
252.251-7000	Ordering from Government Supply Sources	Applicable to Orders when (i) Seller's performance is listed on a Government Supply Source list and (ii) such performance may be purchased pursuant to Government authorization, and (iii) Buyer expressly includes such authorization via order specific text on the purchase order.



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only by the Government or the Contracting Officer or a duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, (d) when title to property is to be transferred directly to the Government, (e) when access to Proprietary Information is required, except as specifically otherwise provided herein, and (f) where specifically modified herein. Supplier or Seller shall incorporate into each lower-tier subcontract placed in support of the Order or Purchase Order all applicable Clauses in accordance with the flowdown requirements specified in each such Clause. If any of the following clauses do not apply to this Order or Purchase Order, such clauses are considered to be self-deleting.

****According to Delivery Order the terms and conditions of Base Ordering Agreement SPRPA1-19-G-CB01 take precedence****

SPECIAL CONTRACT REQUIREMENTS FROM BOA SPRPA1-19-G-CB01:

E03 - WSSTERMEZ03 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT - MIL-I/MIL-Q (OCT 2008)

(a) In accordance with FAR Clause 52.246-11, the contractor shall comply with one of the following Quality Management Systems listed below by checking the appropriate block or propose an equivalent system by checking the "Other" block:

- ☐ ISO 9001 Quality Management Systems - Requirements
- ☒ SAE AS9100 Quality Management Systems - Aerospace Requirements
- ☐ OTHER (Specify) _____

NOTE: When the "OTHER" block is selected, please identify the industry, military, or international Quality Management System that you intend to use. Your proposed system will be reviewed and assessed for suitability and equivalency.

(a) Measuring and Test Equipment - The contractor shall comply with one of the following Calibration Standards listed below by checking the appropriate block or propose an equivalent standard by checking the "Other" block:

- ☐ NCSL Z540.3 Requirements for Calibration of Measuring and Test Equipment
- ☐ ISO 10012 Requirements for Measurement Processes and Measuring Equipment
- ☒ OTHER (Specify) ANSI/NCSL Z540.1 or ISO 10012-1 Requirements for Calibration of Measuring and Test Equipment

NOTE: When the "OTHER" block is selected, please the identity the industry, military, or international Calibration Standard that you intend to use. Your proposed standard will be reviewed and assessed for suitability and equivalency.

(b) The contractor shall use and be compliant with the revision of the applicable Quality Management System and Calibration Standard in effect at time of the offeror's latest proposal submission.

I12 – GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JAN 1999)

(Applicable to Purchase Orders exceeding \$500,000.00, except for orders for Foreign Military Sales)



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(a) If the negotiated amount of an order under this Basic Ordering Agreement exceeds \$500,000.00, the Subcontractor shall provide and maintain procedures to enable his full participation in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with the issue of MIL-STD-1556 in effect on the date of the order. Compliance with this clause shall not relieve the Subcontractor from complying with any other provision of the contract.

(b) When this clause is applicable to an order, the contractor agrees to insert paragraph (a) above in any subcontract thereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

I14 – CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

(Applicable to Purchase Orders including for commercial items, for electronic parts or assemblies containing electronic parts.)

The following paragraphs (a) through € of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

(a) Definitions. As used in this clause—

"Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode), or a circuit assembly (section 818(f)(2) of Pub. L. 112-81). The term "electronic part" includes any embedded software or firmware.

"Obsolete electronic part" means an electronic part that is no longer in production by the original manufacturer or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

"Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) Acceptable counterfeit electronic part detection and avoidance system. The Contractor shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Contracting Officer and/or withholding of payments.

(c) System criteria. A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:

(1) The training of personnel.



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The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques. Selection of tests and inspections shall be based on minimizing risk to the Government.

Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Contractor.

(3) Processes to abolish counterfeit parts proliferation.

(4) Processes for maintaining electronic part traceability (e.g., item unique identification) that enable tracking of the supply chain back to the original manufacturer, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies. This traceability process shall include certification and traceability documentation developed by manufacturers in accordance with Government and industry standards; clear identification of the name and location of supply chain intermediaries from the manufacturer to the direct source of the product for the seller; and, where available, the manufacturer's batch identification for the electronic part(s), such as date codes, lot codes, or serial numbers. If IUID marking is selected as a traceability mechanism, its usage shall comply with the item marking requirements of 252.211-7003, Item Unique Identification and Valuation.

(5) Use of suppliers that are the original manufacturer, or sources with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer or suppliers that obtain parts exclusively from one or more of these sources. When parts are not available from any of these sources, use of suppliers that meet applicable counterfeit detection and avoidance system criteria.

(6) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required to the Contracting Officer and to the Government-Industry Data Exchange Program (GIDEP) when the Contractor becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the DoD, or purchased by a Contractor for delivery to, or on behalf of, the DoD, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.

(7) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.

(8) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry-recognized standards to meet this requirement.

(9) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.



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(10) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.

(11) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.

(12) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.

(d) Government review and evaluation of the Contractor's policies and procedures will be accomplished as part of the evaluation of the Contractor's purchasing system in accordance with 252.244-7001, Contractor Purchasing System Administration--Basic, or Contractor Purchasing System Administration--Alternate I.

(e) The Contractor shall include the substance of this clause, including paragraphs (a) through (e), in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.

L02 – CERTIFICATE OF CURRENT COST OR PRICING DATA

The contractor agrees that to the extent required by Public Law 87-653, as amended, and the Federal Acquisition Regulation, as amended (including amendments promulgated by Federal Acquisition Circulars, but not yet included in FAR), it shall furnish cost or pricing data, as defined in FAR (including subcontractor and prospective subcontractor cost or pricing data) to the Contracting Officer where the aggregate of the prices inserted on the order exceeds \$2,000,000.00 and shall furnish for such order a Certificate of Current Cost or Pricing Data in the form set forth below and such subcontractor Certificate of Current Cost or Pricing Data (in substantially the same form as set forth below) for subcontracts and purchase orders in excess of \$2,000,000.00 as are required to be furnished pursuant to the aforementioned regulation.

FAR 15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____** This certification includes the cost or pricing data supporting any advance agreements and pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm_____

Signature_____

Name³_____

Title_____

Date of execution***_____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).



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** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded, and the contract price was agreed to.

(End of certificate)

L09 – SUP 5252.245-9406 USE OF GOVERNMENT PROPERTY IN OFFEROR’S POSSESSION (JAN 1992)

If the offeror intends to use in the performance of the work required hereunder any government-owned facilities, special test equipment, or special tooling, the offeror shall so advise in its response and shall include in such response the value of such property, the number of the contract(s) under which such property was acquired; the rental provisions of such contract(s) and such other information as may be relevant. In addition to the above, the offeror shall include in its proposal, the written concurrence of its proposed use of the property from the contracting officer having cognizance of such property.

SPECIAL CONTRACT REQUIREMENTS FROM BOA SPRBL1-15-D-0017:

TAXES AND CUSTOMS DUTIES:

(Applicable to Purchase Orders providing Technical Assistance (TA) to Taiwan in support of FMS Cases TW-B-YYV or TW-B-ZCY)

A. All property, material, equipment, and supplies brought into Taiwan by the us contractor or subcontractors to carry out the FMS case TW-B-YYV or TW-B-ZCY technical assistance program shall be exempt from Taiwan import and export duties, taxes, licenses, excises, import bonds, deposits, and any other identifiable charges. Property, material, equipment, and supplies belonging to the us contractor or subcontractors that are not consumed in connection with the program or do not become part of completed work shall remain the property of the us contractor or subcontractor, and may at any time be removed from or disposed of in Taiwan free of any restrictions or any claims which may arise by virtue of such removal or disposal, provided that the duty thereon shall be paid in the event of their sale or disposal in Taiwan.

B. The US contractor, subcontractor, their US citizen personnel and their dependents shall be accorded exemption from FMS government taxes and other identifiable charges.

C. All personal property, material, equipment, and supplies brought into the FMS country by the US contractor employees shall be exempt in the FMS Country from import and export duties, taxes, licenses, excises, import Bonds, deposits and other identifiable charges, provided that the FMS Government duty thereon shall be paid in the event of their sale or disposal in Taiwan.

CONTINGENCY/WAR CLAUSE

(Applicable to Purchase Orders for Major Item Repairman (MIR) services and performance occurs during crises situations including war or a state of emergency.)



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Definition of Terms:

"Contractor" includes all agents, personnel, and subcontractors of the prime contractor.

a. The requirements of this contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Army and Allied Forces operating around the world; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below (this clause only applicable IF authorized in writing by the Contracting Officer).

b. The contractor's obligation is limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor's subsequent inability to provide personnel will be deemed an excusable delay; provided that the Government may elect to terminate the contract for convenience, in whole or in part. Except when required by statute, contractor personnel will not be subject to the absence/desertion provisions of the Uniform Code of Military Justice.

c. If so directed by the Procuring Contracting Officer (PCO), the contractor shall continue to perform all requirements of this contract to the best of their ability during crises situations including any state of emergency commencement of hostilities, internal strife, rioting, civil disturbance, or activities of any type which would endanger the welfare and security of U.S. and allied forces around the world. Upon written notification to the Contracting Officer and without U.S. Government approval, Raytheon has the right to demobilize assignment personnel prior to task completion if Raytheon Corporate Security deems that personnel safety at the assignment location cannot be guaranteed.

d. Crises situations shall be determined by the overseas theater Commander-in-Chief or when defense readiness conditions (DEFCON) three (3) declared for the area.

e. Such continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred for performance during crises situations. The contractor shall notify the PCO of any increase or decrease in costs within ninety (90) days after continued performance during crises situation has been directed by the PCO. As soon as practical after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the "Disputes" clause.

f. In connection with the contingency/war situation, contractor personnel will be integrated into any Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The Government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

g. Further, in this situation, the following privileges will be granted to contractor personnel, if available, unless they conflict with any agreement (i.e., status of forces agreements) reached between other foreign countries and the United States:

1. Military or State Department sponsorship/protection of personnel

2. Theater clearance and entry visas



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3. Contractor Logistical Support Privileges (Base Support):

- (a) Same as Army officers (i.e., supplies, quarters, transportation, etc.)
- (b) Access to mess
- (c) Access of commissary (included rationed items)
- (d) AAFES facilities (military exchange) (includes rationed items)

CRIMES AGAINST HOST COUNTRY NATIONALS WITHIN THE UNITED STATES CENTRAL COMMAND (USCENTCOM) AREA OF RESPONSIBILITY (AOR) (MAR 2009)

(Applicable to all Purchase Orders for Major Item Repairman (MIR) services.)

- a. With regard to this contract, the contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, of any crime against a US CENTCOM AOR host country national, regardless of the place at which the crime occurred.
- b. Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.
- c. Contractor employees discovered to have one or more prior convictions as described above shall be removed from the contract immediately.
- d. Failure to adhere to the requirements of this clause may result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

(Applicable to Purchase Orders for Major Item Repairman (MIR) services that require subcontractor personnel to be available to deploy with or otherwise support in the theater of operations to U.S. military forces deployed/stationed outside the United States in contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises.)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.



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United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components. COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK. Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

Uniform Code of Military Justice means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces. (c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization



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and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable.

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. off-limits), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the



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Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide.

Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Pre-deployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.SROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.



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(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.



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(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Office may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)