

CLAUSES INCORPORATED BY REFERENCE

If this Purchase Order is placed under a prime contract with the U.S. Government (Prime Contract) or a federally funded sub-contract (Government Subcontract), the clauses of the Federal Acquisition Regulations (FAR) and the Department of Defense FAR Supplement (DFAR) identified below, any revision or supplement thereof, as may be applicable, are hereby incorporated into this Purchase Order as if set out in full.

It is the sole responsibility of Seller to comply with the FAR/DFAR clauses applicable to Seller, the subject matter of the Purchase Order, and the Prime Contract. The FAR/DFAR clauses set forth herein are included as an ease of reference for the Seller only and are not intended to set forth a complete and accurate itemization of the FAR/DFAR clauses applicable to Seller, the subject matter of the Purchase Order, or the Prime Contract. The full text of these clauses can be obtained from the Internet at:

<https://www.acquisition.gov/far/>
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

INTERPRETATION. Clauses referenced below shall be those in effect on the date of the Government Prime Contract or, in the case of any clause relating to Cost-Accounting Standards, as in effect on the date of this Purchase Order. All such clauses shall, with respect to the rights, duties, and obligations of Essex and Seller thereunder, be interpreted and construed in such manner as to recognize and give effect to: (i) the contractual relationship between Essex and Seller under this Purchase Order, (ii) the rights of any higher-tier subcontractor with respect thereto under the higher-tier Government Subcontract, and (iii) the rights of the Government or other customer with respect thereto under the Prime Contract from which such clauses are derived. Whenever necessary to make the context of the Clauses applicable to this Purchase Order, the terms “Contractor” and “Offeror” shall mean Seller; the terms “Contract” and “Offer” shall mean this Purchase Order; and the terms “Government” and “Contracting Officer” shall mean Essex, except that “Government” and “Contracting Officer” do not change in the following: (1) the phrases “Government Property,” “Government-Owned Property,” “Government Equipment,” “Government-Furnished Property” and “Government-owned Equipment”; (2) when a right, act, authorization or obligation can be granted or performed only by the Government, the Contracting Officer or his authorized representative; (3) when access to proprietary financial information or other proprietary data is required; (4) when title to property is to be transferred directly to the Government; (5) where specifically modified as noted below; and (6) FAR §52.203-6, 52.227-1, 52.227-2.

The applicability and interpretation of each such clause are subject to any specific parenthetical statement following its title and setting forth conditions, requirements, and instructions for use of the clause (hereinafter called its scoping provision). The additional DFAR clauses, as applicable, implement and supplement the FAR clauses, taking precedence there over to any extent inconsistent therewith.

Where rights, duties, and obligations are expressed herein as applying to the Government, they shall generally apply by reason of the flow-down to Essex; and where expressed herein as applying to the Contractor, they shall generally apply by reason of the flow-down to Seller. As an exception to such generalization, some scoping provisions may particularize such definitions, which particularizations are to be accorded precedence.

All Seller contact with the prime contractor and/or any higher-tier subcontractor relating to performance of this Purchase Order shall be through or coordinated with Essex, except as may be otherwise expressly provided for within this Purchase Order.

Where: (i) claims or reports from Seller need to be sent by Essex to its customer for review, approval, or preservation of rights; and (ii) time constraints have been flowed down in this Purchase Order; and (iii) associated Essex processing time has not been expressly provided for herein; each such time constraint shall be deemed to be cut back by a number of days reasonable to allow for Essex processing under the particular circumstances.

A. FAR CONTRACT CLAUSES

1. FAR Contract Clauses applicable to this Purchase Order irrespective of amount thereof (except as may be noted below)

52.202-1	Definitions
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.204-2	Security Requirements (When contract involves access to information classified information) (In paragraph (c), "Changes clause" shall be deemed to be that of this Purchase Order.)
52.204-7	System for Award Management (subject to restrictions as specified in FAR Subpart 4.1102(a))
52.204-9	Personal Identity Verification of Contractor Personnel
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements (Not applicable if Purchase Order provides no DPAS rating.)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Prime Contractor must flow down paragraph (e)(1) to subcontractors unless otherwise specified in this FAR)
52.215-14	Integrity of Unit Prices (applicable to all subcontracts unless exceptions in paragraph (b) apply)
52.215-15	Pension Adjustments and Asset Reversions (Clause is applicable only (i) if this Purchase Order requires certified cost or pricing data, or (ii) if any preaward or postaward cost determinations under this Purchase Order are subject to FAR Subpart 31.)
52.215-16	Facilities Capital Cost of Money (Clause is applicable only if FCCM was included as cost in pricing this Purchase Order.)
52.215-17	Waiver of Facilities Capital Cost of Money (Clause is applicable [in place of Facilities Capital Cost of Money clause of FAR 52.215-30] only if FCCM was not included as cost in pricing this Purchase Order.)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Clause is applicable only (i) if this Purchase Order requires certified cost or pricing data, or (ii) if any preaward or postaward cost determinations under this Purchase Order are subject to FAR Subpart 31.)

52.215-19	Notification of Ownership Changes (Clause is applicable only if (i) this Purchase Order required certified cost or pricing data, or (ii) any preaward or postaward cost determinations under this Purchase Order are subject to FAR Subpart 31.2.)
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other than Certified Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Certified Cost or Pricing Data – Modifications
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (subject to exclusions specified therein)
52.222-6	Construction Wage Rate Requirements (applicable to subcontracts for construction, alterations, and repairs within the United States)
52.222-7	Withholding of Funds (applicable to subcontracts for construction, alterations, and repairs within the United States)
52.222-8	Payroll and Basic Records (applicable to subcontracts for construction, alterations, and repairs within the United States)
52.222-21	Prohibition of Segregated Facilities (Clause is applicable if Equal Opportunity clause (52.222.26) has been determined to apply to this Purchase Order.)
52.222-22	Previous Contracts and Compliance Reports (Clause is applicable if Equal Opportunity clause (52.222.26) has been determined to apply to this Purchase Order.)
52.222-25	Affirmative Action Compliance (Clause is applicable if Equal Opportunity clause (52.222.26) has been determined to be applicable to this Purchase Order.)
52.222-26	Equal Opportunity (Clause is applicable only (i) if this Purchase Order is not exempted by Secretary of Labor under Executive Order 11246 as amended per FAR 22.807, and (ii) then only with respect to provisions of subparagraphs (b) (1) through (b)(7) [binding Seller thereto].)
52.222-41	Service Contract Labor Standards (Clause is applicable only to any services to exceed \$2,500 and otherwise subject to such Act. Note associated requirement of FAR Part 22.)
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.223-3	Hazardous Material Identification and Material Safety Data

52.223-5	Pollution Prevention and Right-to-Know Information (Clause is applicable only to services to be performed on a Federal facility.)
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-2	Privacy Act (applicable to contracts which requires the design, development, or operation of a system of records on individuals)
52.225-1	Buy American Act—Supplies
52.225-2	Buy American Act Certificate
52.225-8	Duty-Free Entry (Clause is applicable only if such clause is contained in Essex's Prime Contract or Government Subcontract with its customer - under which any reduced duty-free entry thresholds shall apply. Under paragraph (b)(1), change "20 days" to "30 days." Under paragraph (b)(2), change "10 days" to "20 days.")
52.225-13	Restrictions on Certain Foreign Purchases
52.227-10	Filing of Patent Applications — Classified Subject Matter (Clause is applicable only with classified solicitations and contracts and where the nature of the work reasonably might result in a patent application containing classified subject matter.)
52.232-9	Limitation on Withholding of Payments
52.232-27	Prompt Payment for Construction Contracts (only applicable to subcontracts for property or services)
52.232-40	Providing Accelerated Payments to Small Business Contractors (applicable to all Purchase Orders with small business concerns)
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Clause is applicable only if this Purchase Order is identified elsewhere herein as stemming from a major system prime contract.)
52.236-13	Accident Prevention (Applicable to any work performed at or in a Government installation by Seller as required by Essex.)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Applicable to any work performed on a Government installation. "Government" thereunder means Essex, prime contractor [if not Essex], and any upper-tier subcontractor.)
52.237-3	Continuity of Services (Clause is applicable only to any services being provided under this Purchase Order.)
52.242-15	Stop-Work Order
52.242-17	Government Delay of Work
52.244-6	Subcontracts for Commercial Items

52.245-1	Government Property with <i>Alternate I (JUNE 2007)</i> . As prescribed in 45.107(a), substitute the following for paragraph (h)(1) of the basic clause: (h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract. (Clause is applicable only if U.S. Government property under this Purchase Order is to be furnished to Seller through Essex.)
52.245-2	Government Property Installation Operation Services
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed Price (Alternate I applies if this Purchase Order is fixed-price incentive type.)
52.246-4	Inspection of Services – Fixed-Price
52.246-7	Inspection of Research and Development – Fixed-Price (Clause is applicable only to any R&D work under this Purchase Order.)
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability (Clause is applicable only (i) if and to the extent such clause is contained in Essex's Prime Contract or Government Subcontract with its customer, and (ii) to other than high-value items per FAR 46.802 expressly so identified within this Purchase Order.)
52.246-24	Limitation of Liability – High-Value Items (Clause is applicable only (i) if and to the extent such clause is contained in Essex's Prime Contract or Government Subcontract with its customer; and (ii) then shall apply [in place of the Limitation of Liability clause of FAR 52.246-23] only to items [if any] identified in this Purchase Order as being subject to such clause [i.e., as being high-value items per FAR 46.802, approved in writing for such coverage by U.S. Government Contracting Officer].)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (In paragraph (d), change “1 year” to “6 months.” In paragraph (k), change “90 days” to “45 days.”)
52.251-1	Government Supply Sources (For purposes of this clause, “Government” means U.S. Government [not Essex]. Any Essex authorization for Seller use of U.S. Government supply sources necessitates and is contingent upon Essex obtaining prior U.S. Government approval. Referenced provisions of Government Property clause of FAR 52.245-1 apply [even if such clause has not been expressly made a part of this Purchase Order].)
52.253-1	Computer Generated Forms

2. FAR Contract Clauses applicable if this Purchase Order is to exceed \$10,000 (except as may be noted below)

52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (Clause is applicable only if Purchase Order exceeds or is expected to exceed \$15,000.)
52.222-21	Prohibition of Segregated Facilities
52.222-26(b)	Equal Opportunity
52.222-36	Affirmative Action for Workers with Disabilities (Clause is applicable only if Purchase Order exceeds or is expected to exceed \$15,000.)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.225-3	Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000 but under \$191,000, subject to other restrictions as specified therein)
52.225-4	Buy American Act – North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000, subject to other restrictions as specified therein)

3. FAR Contract Clauses applicable if this Purchase Order is to exceed \$30,000 (except as may be noted below)

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (As applicable, Seller shall report to Essex the names and total compensation of each of its five most highly compensated executives for Seller’s preceding completed fiscal year. This information is prior to award, and annually thereafter during contract performance, and will be made public in accordance with FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards.)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Clause is applicable only if this Purchase Order is first-tier from the prime contract. Seller shall comply with paragraph (b) of such clause.) (Clause is applicable where contract value exceeds \$35,000.)
52.244-5	Competition in Subcontracting
52.246-25	Limitation of Liability — Services (Clause is applicable (i) only if and to the extent such clause is contained in Essex's Prime Contract or Government Subcontract with its customer, and (ii) other than for (a) automatic data processing, (b) telecommunications, (c) construction, (d) architect- engineering services, and/or (e) maintenance and rehabilitation of real property, and (iii) for items not priced at or based on catalog or market prices.)
52.248-3	Value Engineering—Construction (applicable to subcontracts valued at \$70,000 or more)

4. FAR Contract Clauses applicable if this Purchase Order is to exceed \$150,000 (Simplified Acquisition Threshold, as of July 2, 2015) (except as may be noted below)

52.203-3	Gratuities (Clause is not applicable to any extent this Purchase Order is for personal services and those between military
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	departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense.)
52.203-5	Covenant Against Contingent Fees ("This contract" hereunder includes the prime contract, any higher-tier subcontract, and this Purchase Order.)
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures (Subparagraph (c)(1) of clause is inapplicable.)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-16	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.204-5	Women-Owned Business (Other than Small Business) (applicable only if solicitation is not set aside for small business concern and are for contracts that will be performed in the United States and its outlying areas)
52.209-5	Certification Regarding Responsibility Matters
52.215-2	Audit and Records—Negotiation ("Contracting Officer" thereunder means U.S. Government Contracting Officer.)
52.219-8	Utilization of Small Business Concerns (Clause is inapplicable if contract is for personal services under 37.104 or if contract and all subcontracts will be performed entirely outside the US and its outlying areas.)
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports Veterans (Clause is applicable if 52.222-35 applies.)
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.223-6	Drug-Free Workplace (Purchase Order must exceed Simplified Acquisition Threshold)
52.225-5	Trade Agreements (applicable only to Purchase Orders valued at \$191,000 or more, subject to the restrictions specified in FAR Subpart 25.1101(c)(1))
52.227-1	Authorization and Consent (Clause is applicable only if and to extent such clause is contained in Essex's Prime Contract or Government Subcontract with its customer.)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.228-5	Insurance – Work on a Government Installation

52.229-3	Federal, State, and Local Taxes
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.242-13	Bankruptcy (Any such notification shall be to Essex. After "for all Government contracts," insert "with Seller.")
52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.248-1	Value Engineering (Clause is applicable only if (i) this or similar clause is contained in Essex's Prime Contract or Government Subcontract with its customer; and (ii) this Purchase Order is not for (a) research and development other than full-scale development, (b) engineering services from not-for-profit or nonprofit organization, (c) personal services, (d) product or component improvement, or (e) commercial product that does not involve packaging specifications or other special requirements or specifications. In paragraph (j), "Contracting Officer" means the U.S. Government Contracting Officer, and, in the legend of paragraph (m), "Government" means both the U.S. Government and the Essex. DoD deviation applies if this Purchase Order stems from higher-tier contract with DoD.)

5. FAR Contract Clauses applicable if this Purchase Order is to exceed \$700,000 (except as may be noted below)

52.203-13	Contractor Code of Business Ethics and Conduct (Oct. 2015). (Clause applicable, to all subcontracts that have a value in excess of \$5,500,000 and a performance period of more than 120 days.)
52.203-14	Display of Hotline Poster(s). (Applicable to all subcontracts that exceed \$5,500,000, except when the subcontract— (1) Is for the acquisition of a commercial item; or (2) Is performed entirely outside the United States.)
52.214-26	Audit and Records—Sealed Bidding (exceeds \$750,000)
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data—Modifications—Sealed Bidding (exceeds \$750,000)
52.214-28	Subcontractor Certified Cost or Pricing Data—Modifications—Sealed Bidding (exceeds \$750,000)
52.215-12	Subcontractor Certified Cost or Pricing Data (exceeds \$750,000)
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (exceeds \$750,000)
52.219-9	Small Business Subcontracting Plan (\$700,000, but \$1.5 million for construction of any public facility)
52.219-16	Liquidated Damages—Subcontracting Plan (subject to restrictions in FAR Subpart 19.708(b)(2))
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (over \$10 million)
52.230-2	Cost Accounting Standards (Clause is applicable [except paragraph (b) thereof] only if (i) such clause is included in Essex's Prime Contract or Government Subcontract with its customer, (ii) Seller is other than small business concern,

	and (iii) Seller is not otherwise exempt under corresponding provisions of FAR Part 30, and (iv) such clause is expressly stated to be applicable in the body of this Purchase Order [with the date thereof indicated]. If clause is so applicable, Seller shall include substance of clause [except paragraph (b) thereof] in lower-tier purchase orders, per provisions of paragraph (d) of clause.)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (Clause is applicable [except paragraph (b) thereof] only if (i) such clause is included in Essex's Prime Contract or Government Subcontract with its customer, (ii) Seller is other than small business concern, (iii) this Purchase Order is for less than \$10,000,000, (iv) Seller is eligible for and elects modified CAS coverage per FAR Part 30, and (v) such clause is expressly stated to be applicable in the body of this Purchase Order [with the date thereof indicated.] If clause is so applicable, Seller shall include substance of clause [except paragraph (b) thereof] in lower-tier purchase orders, per provisions of paragraph (d) of clause.)
52.230-6	Administration of Cost Accounting Standards (Clause is applicable only if Cost Accounting Standards clause of FAR 52.230-2 or Disclosure and Consistency of Cost Accounting Practices clause of FAR 52.230-3 applies to this Purchase Order.)

6. FAR Contract Clauses also applicable to Cost Reimbursement, Time & Material or Labor Hour Orders

52.216-7	Allowable Cost and Payment
52.216-8	Fixed Fee (applicable if this is a cost plus fixed fee order)
52.216-10	Incentive Fee (applicable if this is a cost plus incentive fee order)
52.216-11	Cost Contract – No Fee (applicable if this is cost no fee order)
52.216-12	Cost Sharing Contract – No Fee (applicable if this is a cost sharing, no fee order)
52.222-2	Payment for Overtime Premiums
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment
52.229-8	Taxes – Foreign Cost-Reimbursement Contracts
52.229-9	Taxes – Cost Reimbursement Contracts with Foreign Governments
52.232-7	Payments under Time-and Materials and Labor-Hour Contracts
52.232-20	Limitation of Cost (if fully funded)
52.232-22	Limitation of Funds (if incrementally funded)
52.234-4	Earned Value Management System
52.242-1	Notice of Intent to Disallow Costs

52.242-15 ALT 1	Stop Work Order
52.243-2	Changes – Cost-Reimbursement (applicable if this is cost-reimbursement order)
52.243-3	Changes – Time and Material or Labor-Hours (applicable if this is a time-and-material or labor-hour order)
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
52.246-8	Inspection of Research and Development – Cost-Reimbursement
52.247-67	Submission of Transportation Documents for Audit
52.249-6	Termination—Cost Reimbursement
52.249-14	Excusable Delay

B. DFAR CONTRACT CLAUSES

1. DFAR Contract Clauses - Applicable to this Purchase Order irrespective of amount thereof (except as may be noted below)

252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7002	Payment for Subline Items Not Separately Priced
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Unclassified Uncontrolled Technical Information
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Contractors
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material (not applicable if Purchase Order purchase contains no precious metals)
252.215-7000	Pricing Adjustments
252.222-7000	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels (Clause is applicable only if Purchase Order requires submission of hazardous material data sheets.)
252.223-7002	Safety Precautions for Ammunition and Explosives (Clause is applicable only if this Purchase Order involves ammunition or explosives. Government safety representatives may evaluate Seller compliance.)
252.223-7003	Change in Place of Performance – Ammunition and Explosives
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Clause applicable if order is for the development, production, manufacture, or purchase of

	AA&E; or (2) If AA&E will be provided to the subcontractor as Government-furnished property).
252.225-7001	Buy American Act and Balance of Payments Program. (Applicable if the Work contains other than domestic components. Applicable in lieu of FAR 52.225-2)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7013	Duty-Free Entry (applicable to all subcontracts for (i) Qualifying country components; or (ii) Nonqualifying country components for which the Contractor estimates that duty will exceed \$15,000, including without limitation raw materials, components, and intermediate assemblies)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7024	Restrictions on Acquisition of Night Vision Image Intensifier Tubes and Devices (Clause is applicable only if the Purchase Order provides a preference for products or services from Afghanistan.)
252.225-7025	Restriction on Acquisition of Forgings
252.225-7028	Exclusionary Policies and Practices of Foreign Governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Applicable if Purchase Order requires these materials to be delivered to the Government and used in a Government-owned facility or facility under the control of DoD.)
252.225-7031	Secondary Arab Boycott of Israel (subject to exceptions as specified in Subpart 225.7605)
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (applicable in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in: 1) Contingency operations; 2) Humanitarian or peacekeeping operations; 3) Other military operations; or 4) Military exercises designated by the Combatant Commander.
252.225-7043	Anti-Terrorism/Force Protection for Defense Contractors Outside the United States
252.225-7044	Balance of Payments Program – Construction Material
252.225-7045	Balance of Payments Program – Construction Material Under Trade Agreements
252.225-7047	Exports by Approved Community Members in Performance of the Contract (applicable to all subcontracts that may require exports or transfers of qualifying defense articles in connection with deliveries under the contract)
252.225-7048	Export Controlled Items

252.227-7013	Rights in Technical Data—Noncommercial Items (applicable whenever any technical data for noncommercial items is to be provided).
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applicable whenever any noncommercial computer software or computer software documentation is to be provided)
252.227-7015	Technical Data—Commercial Items (applicable whenever technical data related to commercial items developed in part at private expense is to be obtained from a subcontractor for delivery to the Government)
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (Clause is applicable where 252.227-7013 also applies)
252.227-7018	Rights in Noncommercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (applicable whenever noncommercial technical data or computer software is to be obtained from a subcontractor for delivery to the Government)
252.227-7019	Validation of Asserted Restrictions—Computer Software (where computer software is being furnished)
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data (orders requiring the delivery of technical data, except contractual instruments for commercial items or commercial components.)
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7011	Reporting of Foreign Taxes – U.S. Assistance Programs (include this provision in all subcontracts for commodities that exceed \$500)
252.231-7000	Supplemental Cost Principles
252.235-7002	Animal Welfare (Clause is applicable only if this Purchase Order involves research on live vertebrate animals.)
252.235-7003	Frequency Authorization (Use basic clause if agency procedures do not authorize the use of DD Form 1494 to obtain radio frequency authorization, and use Alternate I if agency procedures so authorize.)
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (applicable to any subcontract that involves the acquisition of steel as a construction material)
252.237-7019	Training for Contract Personnel Interacting with Detainees (applicable only if 252.225-7040 applies or if contractor personnel is expected to interact with detainees)
252.239-7000	Protection Against Compromising Emanations (Clause is applicable only if Purchase Order involves information technology that requires protection against compromising emanations.)

252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to all subcontracts which require securing telecommunications)
252.239-7018	Supply Chain Risk (applicable to all subcontracts that involve the development or delivery of any information technology)
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items
252.245-7000	Subcontracts for Commercial Items and Commercial Components (DoD contracts)
252.245-7002	Reporting Loss of Government Property (applicable in Purchase Orders that contain FAR 52.245-1)
252.246-7000	Material Inspection and Receiving Report
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (Clause only applies when Purchase Order is procuring (1) Electronic parts; (2) End items, components, parts, or assemblies containing electronic parts; or (3) Services where the contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service.) Clause not applicable in contracts relating to small business set-asides.
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (applicable to all subcontracts with motor carriers, brokers, or freight forwarders)
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering from Government Supply Sources (Clause is applicable only if this Purchase Order contains Government Supply Sources clause of FAR 52.251-1. Any Essex authorization for Seller use of U.S. Government supply sources necessitates and is contingent upon Essex obtaining prior U.S. Government approval.)
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services (Clause is applicable only if this Purchase Order contains Interagency Fleet Management System (IFMS) Vehicles and Related Services clause of FAR 52.251-2. Any Essex authorization for Seller use of IFMS vehicles and related services necessitates and is contingent upon Essex obtaining prior U.S. Government approval.)

2. DFAR Contract Clauses - Applicable if this Purchase Order is to exceed \$150,000 (Simplified Acquisition Threshold, as of July 2, 2015) (except as may be noted below)

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Clause is applicable only if this Purchase Order is first tier from the prime contract. Clause does not apply to POs for commercial items.)
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252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.225-7008	Restriction on Acquisition of Specialty Metals (March 2013) (applies unless acquisition is covered by an exception in DFAR 225.7003-3(a) or (d))
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (October 2014).
252.225-7010	Commercial Derivative Military Article—Specialty Metals Compliance Certificate (July 2009)
252.225-7012	Preference for Certain Domestic Commodities
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (applicable if Purchase Order requires the delivery or hand or measuring tools)
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that Is a State Sponsor of Terrorism
252.247-7023	Transportation of Supplies by Sea (not applicable to Purchase Orders involving direct purchase of ocean transportation services)
252.247-7024	Notification of Transportation of Supplies by Sea (applicable only if offeror, under 252.247-7022, represents that it does not anticipate that supplies will be transported by sea in the performance of the Purchase Order)

3. DFAR Contract Clauses - Applicable if this Purchase Order is to exceed \$700,000 (except as may be noted below)

252.203-7004	Display of Fraud Hotline Posters
252.211-7000	Acquisition Streamlining (Clause is applicable only if this Purchase Order (i) exceeds \$1,500,000, and (ii) stems from a prime contract under a systems acquisition program.)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Clause is applicable only if Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan clause of FAR 52.219-9 is applicable to this Purchase Order. Note requirement that majority of earnings must directly accrue to such socially and economically disadvantaged individuals.)
252.219-7004	Small Business Subcontracting Plan (Test Program) (Clause is applicable for Purchase Orders that offer subcontracting possibilities and are expected to exceed \$700,000, or \$1.5 million for construction of any public facility)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Applicable to all subcontracts, task orders and Purchase Orders at every tier in excess of \$1 million except for commercial items and commercially available off-the-shelf items.)
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer (applicable if the offer exceeds \$13.5 million and the offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States)

	and Canada that exceeds \$700,000 in value and could be performed inside the United States or Canada.)
252.225-7004	Report of Intended Performance Outside the United States and Canada—Submission After Award (applicable if contractor or first-tier subcontractor will perform any part of Purchase Order outside the United States and Canada that exceeds \$700,000 in value and could be performed inside the United States or Canada.)
252.225-7032	Waiver of United Kingdom Levies – Evaluation of Offers (applicable to any subcontract exceeding \$1 million with a U.K. firm.)
252.225-7033	Waiver of United Kingdom Levies (applicable to any subcontract exceeding \$1 million with a U.K. firm.)
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (all orders for supplies or services exceeding \$500,000).
252.234-7002	Earned Value Management System (with certain exceptions as specified therein, this Clause is applicable to all subcontracts valued at \$50 million or more)