



**FAR FLOWDOWN PROVISIONS FOR NON-COMMERCIAL ITEMS**

**1. The following FAR clauses apply to all non-commercial orders:**

| <b>FAR Number</b> | <b>Title</b>   | <b>Latest Update</b> |
|-------------------|--|----------------------|
| 52.211-5          | MATERIAL REQUIREMENTS  | AUG 2000             |
| 52.215-20         | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA                 | OCT 2010             |
| 52.215-21         | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS | OCT 2010             |
| 52.219-8          | UTILIZATION OF SMALL BUSINESS CONCERNS   | JUL 2013             |
| 52.222-21         | PROHIBITION OF SEGREGATED FACILITIES   | FEB 1999             |
| 52.222-26         | EQUAL OPPORTUNITY  | MAR 2007             |
| 52.222-50         | COMBATING TRAFFICKING IN PERSONS   | FEB 2009             |
| 52.225-13         | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | JUN 2008             |
| 52.227-14         | RIGHTS IN DATA - GENERAL   | DEC 2007             |
| 52.234-1          | INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III                                | DEC 1994             |
| 52.242-13         | BANKRUPTCY   | JUL 1995             |
| 52.242-15         | STOP-WORK ORDER  | AUG 1989             |
| 52.243-1          | CHANGES - FIXED PRICE  | AUG 1987             |
| 52.244-6          | SUBCONTRACTS FOR COMMERCIAL ITEMS  | DEC 2013             |
| 52.246-2          | INSPECTION OF SUPPLIES - FIXED PRICE   | AUG 1996             |
| 52.246-4          | INSPECTION OF SERVICES - FIXED PRICE   | AUG 1996             |
| 52.247-64         | PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS  | FEB 2006             |
| 52.249-2          | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT(FIXED-PRICE)   | APR 2012             |
| 52.249-8          | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR 1984             |

**2. The following FAR clause applies to all Purchase Orders where the value equals or exceeds \$3,000:**

| <b>FAR Number</b> | <b>Title</b>                        | <b>Latest Update</b> |
|-------------------|-------------------------------------|----------------------|
| 52.222-54         | EMPLOYMENT ELIGIBILITY VERIFICATION | AUG 2013             |

**3. The following FAR clause applies to all Purchase Orders where the value equals or exceeds \$15,000:**

| <b>FAR Number</b> | <b>Title</b>                                     | <b>Latest Update</b> |
|-------------------|--|----------------------|
| 52.222-36         | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT 2010             |



4. The following FAR clauses apply to all Purchase Orders where the value equals or exceeds \$100,000:

| FAR Number | Title   | Latest Update |
|------------|---|---------------|
| 52.222-35  | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2010      |
| 52.222-37  | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | SEP 2010      |

5. The following FAR clause applies to all Purchase Orders where the value equals or exceeds \$150,000:

| FAR Number | Title   | Latest Update |
|------------|---|---------------|
| 52.203-6   | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   | SEP 2006      |
| 52.203-12  | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | OCT 2010      |
| 52.215-2   | AUDIT AND RECORDS-NEGOTIATION<br>(Applicable if: (1) Contractor is required to furnish cost or pricing data, or (2) the Contract requires Contractor to furnish cost, funding, or performance reports.) | OCT 2010      |
| 52.215-14  | INTEGRITY OF UNIT PRICES<br>(Delete paragraph (b) of the clause.)   | OCT 2010      |
| 52.227-2   | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | DEC 2007      |
| 52.248-1   | VALUE ENGINEERING   | OCT 2010      |

6. The following FAR clause applies to all Purchase Orders where the value equals or exceeds \$650,000:

| FAR Number | Title                              | Latest Update |
|------------|------------------------------------|---------------|
| 52.219-9   | SMALL BUSINESS SUBCONTRACTING PLAN | JUL 2013      |

7. The following FAR clauses apply to all Purchase Orders where the value equals or exceeds \$700,000:

| FAR Number | Title  | Latest Update |
|------------|--|---------------|
| 52.215-12  | SUBCONTRACTOR COST OR PRICING DATA<br>(Applicable if not otherwise exempt under FAR 15.403.)                                   | OCT 2010      |
| 52.215-13  | SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS<br>(Applicable for modifications if not otherwise exempt under FAR 15.403.) | OCT 2010      |



8. The following FAR clauses apply to all Purchase Orders only when applicable as indicated below:

| FAR Number | Title  | Latest Update |
|------------|--|---------------|
| 52.204-2   | SECURITY REQUIREMENTS<br>(Applies if the Work requires access to classified information.)  | AUG 1996      |
| 52.204-9   | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL<br>(Applicable where the Contractor will have physical access to a federally-controlled facility or access to a Federal information system.)                      | JAN 2011      |
| 52.204-10  | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS<br>(Applicable if the Contractor meets the thresholds specified in paragraphs (c)(2) and (d) of the clause.)  | JUL 2013      |
| 52.215-10  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA<br>(Applicable if submission of cost or pricing data is required.)  | AUG 2011      |
| 52.215-11  | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS<br>(Applicable if submission of cost or pricing data is required for modifications.)  | AUG 2011      |
| 52.215-15  | PENSION ADJUSTMENTS AND ASSET REVERSIONS<br>(Applicable if this Contract meets the applicability requirements of FAR 15.408(g).)   | OCT 2010      |
| 52.215-16  | FACILITIES CAPITAL COST OF MONEY<br>(Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the Contractor proposed facilities capital cost of money in its offer.)                  | JUN 2003      |
| 52.215-17  | WAIVER OF FACILITIES CAPITAL COST OF MONEY<br>(Applicable only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and the Contractor did not propose facilities capital cost of money in its offer.) | OCT 1997      |
| 52.215-18  | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS<br>(Applicable if this Contract meets the applicability requirements of FAR 15.408(j).)  | JUL 2005      |



| <b>FAR Number</b> | <b>Title</b>  | <b>Latest Update</b> |
|-------------------|---|----------------------|
| 52.215-19         | NOTIFICATION OF OWNERSHIP CHANGES<br>(Applicable if this Contract meets the applicability requirements of FAR 15.408(k).)   | OCT 1997             |
| 52.215-23         | LIMITATION ON PASS-THROUGH CHARGES<br>(Applicable if the prime contract to which this contract relates is with DoD. Applies to subcontracts in excess of \$650,000 except those that meet the criteria of 15.408(n)(2)(i)(B)(2).) | OCT 2009             |
| 52.222-4          | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION<br>(Applicable if the Contract may require or involve the employment of laborers and mechanics.)   | JUL 2005             |
| 52.223-3          | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA<br>(Applicable if this Contract involves hazardous material.)  | JAN 1997             |
| 52.223-7          | NOTICE OF RADIOACTIVE MATERIALS<br>(Applicable to Work containing covered radioactive material. In the blank insert "30".)  | JAN 1997             |
| 52.223-11         | OZONE-DEPLETING SUBSTANCES<br>(Applicable if the Work was manufactured with or contains ozone-depleting substances.)  | MAY 2001             |
| 52.225-1          | BUY AMERICAN ACT – SUPPLIES<br>(Applicable if the Work contains other than domestic components)   | FEB 2009             |
| 52.225-5          | TRADE AGREEMENTS<br>(Applicable if the Work contains other than U.S. made or designated country end products as specified in the clause.)   | NOV 2013             |
| 52.225-8          | DUTY FREE ENTRY<br>(Applicable if supplies will be imported into the Customs Territory of the United States.)   | OCT 2010             |
| 52.227-1          | AUTHORIZATION AND CONSENT<br>(Applicable only if the Prime Contract contains this clause.)  | DEC 2007             |
| 52.227-9          | REFUND OF ROYALTIES<br>(Applicable when reported royalty exceeds \$250.)  | APR 1984             |
| 52.227-10         | FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER<br>(Applicable if the Work or any patent application may cover classified subject matter.)  | DEC 2007             |



| <b>FAR Number</b> | <b>Title</b>   | <b>Latest Update</b> |
|-------------------|--|----------------------|
| 52.227-11         | PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (SHORT FORM)<br>(Applicable if this Contract includes, at any tier, experimental, developmental, or research Work and contractor is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the Data Device Corporation Procurement Representative identified on the face of this Contract.)  | DEC 2007             |
| 52.228-5          | INSURANCE -- WORK ON A GOVERNMENT INSTALLATION<br>(Applicable if this Contract involves Work on a Government installation. Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)  | JAN 1997             |
| 52.230-2          | COST ACCOUNTING STANDARDS<br>(When referenced in this Contract, full CAS coverage applies. "United States" means "United States or DATA DEVICE CORPORATION." Delete paragraph (b) of the clause.)  | MAY 2012             |
| 52.230-3          | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES<br>(When referenced in this Contract, modified CAS coverage applies. "United States" means "United States or DATA DEVICE CORPORATION." Delete paragraph (b) of the clause.)  | MAY 2012             |
| 52.230-6          | ADMINISTRATION OF COST ACCOUNTING STANDARDS<br>(Applicable if FAR 52.230-2 or FAR 52.230-3 applies.)   | JUN 2010             |
| 52.233-3          | PROTEST AFTER AWARD<br>(In the event DATA DEVICE CORPORATION's customer has directed DATA DEVICE CORPORATION to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, DATA DEVICE CORPORATION may, by written order to Contractor, direct Contractor to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from DATA DEVICE CORPORATION".) | AUG 1996             |
| 52.237-2          | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION<br>(Applicable if Work is performed on a Government installation.)  | APR 1984             |
| 52.243-6          | CHANGE ORDER ACCOUNTING  | APR 1984             |



| FAR Number | Title   | Latest Update |
|------------|---|---------------|
| 52.245-1   | <p>GOVERNMENT PROPERTY<br/>           ("Contracting Officer" means "Data Device Corporation " except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Data Device Corporation. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Data Device Corporation" and except in paragraphs (d)(2) and (g) where the term includes Data Device Corporation." The following is added as paragraph (n) "Seller shall provide to Data Device Corporation immediate notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")</p> | APR 2012      |
| 52.247-63  | <p>PREFERENCE FOR U.S.-FLAG AIR CARRIERS<br/>           (Applicable if this Contract involves international air transportation.)</p>  | JUN 2003      |