



Martinez and Turek, Inc. Quality Requirements

The following requirements apply at a minimum; additional requirements may be incorporated within the M&T purchase order.

Material Providers- Q2, Q5, Q6, Q7, Q8, Q9, Q10, Q11, Q12, Q16, Q17, Q23, Q26, Q28, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Hardware Providers- Q1, Q5, Q6, Q7, Q8, Q10, Q11, Q14, Q17, Q23, Q26, Q28, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Heat Treating provider- Q2, Q5, Q6, Q7, Q10, Q11, Q13, Q14, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Plating provider- Q2, Q5, Q6, Q7, Q8, 10, Q11, Q13, Q14, Q17, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39

NDT inspection- Q2, Q5, Q6, Q7, Q10, Q11, Q13, Q14, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39

Special Process Providers - Q2, Q5, Q6, Q7, Q8, Q10, Q11, Q13, Q14, Q17, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Machining Providers - Q1, Q5, Q6, Q7, Q10, Q11, Q13, Q14, Q17, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Welding/Fabrication Providers- Q1, Q5, Q6, Q7, Q10, Q11, Q13, Q14, Q17, Q23, Q24, Q26, Q28, Q30, Q31, Q35, Q36, Q37, Q38, Q39, Q40

Distributors- Q1, Q5, Q6, Q7, Q8, Q10, Q15, Q17, Q23, Q26, Q31, Q35, Q36, Q37, Q38, Q39

QC # Requirements

Q1 BASIC QUALITY SYSTEM REQUIREMENTS

The seller shall work to and maintain a written Quality system that complies with MIL-I- 45208 or other QMS system appropriate to the product and acceptable to M&T

Q2 ADVANCED QUALITY SYSTEM REQUIREMENTS

The seller shall work to and maintain a written Quality system that complies with ISO9001, or AS9100 or other QMS appropriate to the product and acceptable to M&T.

Q3 CERTIFIED QUALITY SYSTEM REQUIREMENTS

The seller shall work to and maintain a written Quality system that is CERTIFIED by a 3rd party to ISO9001, or AS9100 or other QMS appropriate to the product and acceptable to M&T.



MARTINEZ & TUREK, INC.

- Q4 **NADCAP certification or Customer approval required**
Supplier shall be approved by customer or NADCAP certified to perform work on this PO.
- Q5 **Questions or Clarifications**
Supplier shall notify M&T immediately if there are any questions regarding PO, Drawing, Specifications or any other issue, prior to beginning work.
- Q6 **Change requests from supplier**
The seller shall not make changes to any materials, process, design, fabrication methods, or processes without buyers approval. When a proprietary item is procured by the Buyer, the Seller shall notify the Buyer of changes.
- Q7 **Changes by Buyer**
The seller shall immediately review changes delivered by M&T buyer and acknowledge acceptance of change or notify M&T of any issues that the seller may have regarding the change.
- Q8 **Age controlled and limited life products**
The seller's certifications/records for age control/life limited products shall reflect the useful life and when the useful life is expended of each limited life item.
- Q9 **Approved Special Processor required**
All special processing must be performed by a customer approve source. Approval of processor must be verified in writing prior to performing work. Examples of special processor: Heat treating, plating, NDT testing, etc.
- Q10 **Awareness, Conduct & Ethics**
Supplier shall ensure their employees are aware of the following: 1) their contribution to our product conformity; 2) their contribution to our product safety; 3) the importance of good conduct and ethical behavior.
- Q11 **Buyer Quality assurance access and activity at Supplier**
The Buyer and/or its customers reserve the right to review work progress, records, perform inspections and test on all articles, materials or services at any time and locations. The Buyer and our customers shall have "right of entry" to supplier's and sub-tier's facilities at any time determined by buyer, to facilitate meetings and verifications.
- Q12 **Buyer source inspection required**
Source inspection required prior to shipment. Supplier shall provide no less than 48 hours notification top M&T Quality, of requested source inspection. Supplier shall provide necessary facilities and equipment, data and perform inspections per M&T representative. Source inspection does not absolve responsibility of supplier to provide acceptable parts or services.



MARTINEZ & TUREK, INC.

Q13 Calibration of measuring & test equipment

The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO17025 or ANSI Z540-1 and be traceable to NIST.

Q14 Certificate of Conformance (C of C) statement, General, Manufacturing, Processing, Testing, Hardware.

Each shipment must be accompanied by a signed, legible and reproducible copy of a statement of conformance to M&T's requirements from the supplier. This statement shall specify that all contractual requirements have been adhered to including all specifications and other applicable documents as cited in the purchase agreement and that evidence is on file for review by a quality representative. The statement of conformance must contain at minimum: the part number, purchase order number, quantity, revision as specified on the purchase order, name and address of the supplier certifying the part, and serial numbers if applicable. The certificate must list all applicable specifications with revision used produce or process items.

Q15 Certificate of Conformance, (C of C), Distributor

Supplier shall certify that all articles delivered conform to M&T and customer requirements noted on M&T PO. Certification shall list part number or material number shown on M&T PO, be signed and dated.

Q16 Certification of Conformance, Material Supplier.

Each shipment must be accompanied by a signed, legible and reproducible copy of a Certification of Conformance (C of C), stating that materials supplied meet all M&T requirements and all applicable specifications. The certificate must list all applicable specifications, with revision used to produce or process items. Each shipment must have a legible and reproducible copy of chemical and physical test reports. Supplier shall list heat lot/batch number on all certification documents.

Q17 Counterfeit parts & materials

Supplier shall have a counterfeit parts avoidance, detection, mitigation, and disposition program. Seller shall only deliver authentic components, devices, pieces, material, modules, assemblies, subassemblies, goods, etc. that are manufactured by or obtained from original equipment manufacturers (OEMs), original component manufacturers (OCMs), or authorized distributors. Seller shall make available documentation that authenticates and provides traceability of the parts to the applicable OEM or designated provider.

Q18 Customer and/or Government furnished materials

When there is customer or government supplied materials, the supplier shall maintain a system that includes: Inspection for damage, completeness and type. Periodic inspection for handling damage and deterioration during processing or storage. Non-conforming or damaged property shall be reported to M&T promptly.

Q19 Customer approved sources/supplier only

M&T Customer requires that only suppliers approved by the customer are approved to perform work on this order. Please verify with M&T that you and any sub-tier suppliers are approved by the customer. Work provided by unapproved source will be caused for rejection.



- Q20 DFARS, Domestic materials**
Supplier must certify that all products supplied against this purchase order fully comply with DFARS section of 252.225, Domestic & Specialty Metals controls.
- Q21 DFARS, Domestic materials ONLY**
Supplier must certify that all products supplied against the purchase order fully complies with the Domestic & Specialty Metals only requirements.
- Q22 DPAS Priority rating**
The work associated with this PO is a government priority rated order for national defense use; the supplier shall follow all the requirements of DPAS regulation 15CFR 700. Contact M&T if information is needed.
- Q23 Electronic Data Submission**
Supplier shall electronically [E-mail] all material, part and processing certification documentation to M&T; i.e.- Supplier certification of conformance, all required certs, test reports, First article inspection reports, Final inspection reports, etc. the day of shipping or sooner. Scanned legible copies are acceptable. Supplier to list M&T PO number in subject area of email.
Email to: recinsp@martinezandturek.com
- Q24 Export control/ITAR Flowdown**
This order fall under the regulations of ITAR (International Traffic and Arms Regulations) or has export control requirements, due to defense-related issues, or related technical data, supplier is required to adhere to ITAR and export control rules, regulations and laws. All license requirements imposed by ITAR are the sole responsibility of the subcontractors in possession of the purchase order. Request information from M&T if needed.
- Q25 First article required**
Seller shall perform a complete AS9102 first article inspection of all parts on this PO and provide M&T with results.
- Q26 Flow down of Requirements**
Supplier shall flow all applicable M&T and customer requirements and clauses down to their sub-tier suppliers, and work the sub-tier supplier to assure all requirements are met. Supplier and their sub-tier suppliers shall comply with all local, state, federal safety and environmental regulations.
- Q27 Government Source inspection**
Government source inspection is required prior to shipment. Upon receipt of this M&T PO promptly notify your local DCMA representative so that appropriate planning can be accomplished. If you are not sure who to notify contact M&T to get directions.



MARTINEZ & TUREK, INC.

- Q28 Heat lot traceability**
If any material or parts on this order contain more than one heat lot/batch of a material, the supplier shall mark each piece with its respective heat lot or batch number to allow for traceability. The supplier shall note the material heat lots or batches on all Certifications and other documentation.
- Q29 Identification and Data retrieval**
When traceability is required, the supplier shall apply required markings on materials and parts per drawing and specification requirements, including serialization as required. Notify M&T if not sure about identification requirements.
- Q30 Inspection and Test characteristics**
Seller shall 100% inspect and/or test all characteristics defined by the purchase order, drawings, specifications and record results, pertinent to the work that the seller or sub-tier is responsible for performing, and provide clear and legible copies to M&T.
- Q31 Management and structure changes**
Supplier shall notify M&T of any changes in company ownership, management, location, product and/or process, upon receipt of M&T purchase order.
- Q32 Material Original Mill certificate**
Each shipment must have a legible and reproducible copy of original mill certification.
- Q33 Material Safety Data Sheets (MSDS)**
Please supply copy of MSDS sheet related to materials ordered and for any hazardous materials used in the completion of this order. This requirement must be passed on to any sub-tier suppliers.
- Q34 Mercury free certification**
The materials and/or parts on this order must not be contaminated by mercury or mercury compounds, and supplier must provide a certification stating that materials and parts were not contaminated by Mercury.
- Q35 MRB Authority**
Material Review Board Authority is not authorized on this purchase order.
- Q36 No Un-approved processing of Materials or Parts**
No unapproved processes allowed on this order. Supplier must obtain approval from M&T Quality prior to any processing that is not noted on M&T PO, such as but not limited to, Heat Treating, Anodizing, Welding.
- Q37 Non-Conforming materials or parts**
Seller shall not ship any non-conforming parts or materials to M&T without prior M&T quality approval. Seller is to submit (email or other written form) all non-conformances or other issues to M&T Buyer and Quality for review and approval prior to shipping.



MARTINEZ & TUREK, INC.

Q38 Protection and safety / Packaging for shipment.

Unless otherwise specified by the drawing or part specifications, all items require at a minimum, general best practices for protection from physical, handling and environmental damage or deterioration during processing and shipping. All associated employees shall be aware of all requirements involved in processing these parts, including critical requirements, drawing dimensions, workmanship and contamination.

Q39 Records retention

The Seller shall maintain inspection and test records to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to the product involved. These records shall be maintained for a minimum of ten (10) years after final payment or as specified elsewhere in the purchase order.

Q40 Welding Procedures

No welding on materials or parts unless defined by M&T PO or allowed by M&T Buyer or Quality. Weld procedures and welder qualification shall be submitted and approved by M&T prior to performing work on this PO.

DFARS/FARS Flow-down

Clause #	Title	Analysis
52.203-3	Gratuities	Prohibits contractors from bribing Government employees to receive and/or have better contracts.
52.203-5	Covenant Against Contingent Fees	Contractors are required to proclaim that no one was hired to obtain a contract, except if that individual happens to be a legitimate employee. If contractor is found to be doing so the Government has the right to cancel the contract or recover contingent fee.
52.203-6	Restrictions on Subcontractor Sales to the Government	Contractor will not enter into any agreement with a subcontractor, or act in any manner, which has the effect of restricting sales by such subcontractors directly to the Government.
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	If the Government receives info that contractor has violated 41 U.S.C 2102-04 restrictions on obtaining and disclosing certain information, Government may cancel solicitation if contract has yet to be awarded or even rescind.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	This clause states that the Government may reduce fixed-price on contract and total cost if head of contracting activity determines if there was a violation of 41 U.S.C 2102-03.
52.203-11	Certification and Disclosure Regarding Payments to influence Certain Federal Transactions	This clause requires contractors to ensure that no funds have been used to influence federal officials into gaining favorable contracts/agreements, if this is done contractor must disclose this information.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	This clause ensures that contractors are not using funds and are not using them to influence decisions.
52.203-13	Contractor Code of Business Ethics and Conduct	This clause requires establishing/maintaining a code of business ethics and conduct preferably 30 days after contract is awarded. Contractors must make this available for employees and prevent/detect and improper conduct within their facilities and disclose to government such actions with proof.
52.203-17	Contractor Employee Whistleblower Rights	This clause states that under contracts employees working on this contract will be subject to the whistleblower rights where the contractor will inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C 4712.
52.203-19	Prohibition on Requiring Internal Confidentiality Agreements or Statements	This clause prohibits contractors from requiring their employees or subcontractors to sign internal confidentiality agreements, and when their employees want to lawfully report waste, fraud, or abuse related to the performance of a Government contract they are permitted to do so.
52.204-2	Security Requirements	This clause requires the protection of classified information.
52.204-9	Personal Identity Verification of Contractor Personnel	The Contractor shall comply with agency personal identity verification procedures that implement HSPD-12 Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems 1) Limit information system access, 2) Limit to the types of transactions and functions that authorizes users or devices 3) Verify/control/limit 4) Control information processed on accessible information systems, 5) destroy information system media containing Federal Contract Information, 6) Limit physical access to organizational information systems, 7) Escort visitors and monitor visitor activity, 8) Monitor organizational communications, 9) Implement subnetworks, 10) Identify, report, and correct information and information system flaws, 11) Provide protection from malicious code, 12) Update malicious code protection mechanisms and 13) Perform periodic scans of the information system and real-time scans.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed Provided by Kaspersky Lab Covered Entities	This clause prohibits contractors from utilizing/providing any Kaspersky Lab covered article and if the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or if the Contractor is notified that such is being used, the Contractor shall report, in writing, to the Contracting Officer.
52.204-25	Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment	This clause prohibits the use/services with Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation.
52.209-5	Certification Regarding Responsibility Matters	The Offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principles are not debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency. This clause requires contractors to ensure whether they or their principles have issues regarding responsibility. Contracting officer uses this to see eligibility for award and deeming the offeror as "nonresponsible"
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment etc.	The Government debar/suspends contracts for their best interest. Contractors will avoid subcontracting with debarred, suspended, or proposed for debarment entities unless approved and if approved must notify contracting officer before entering into a subcontract.
52.211-15	Defense Priority and Allocation Requirements	This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700)
52.215-2	Audit and Records-Negotiations	This clause grants contracting officer the right to audit/examine contractors records regarding things such as cost or pricing data etc.
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	If any price including profit or fee negotiated in the contract is increased due to inaccurate/incomplete records, the contracting officer can reduce the contract price.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data- Modifications	Modification of clause 52.215-10, government has the right to reduce the price of a contract modification if the contractor/subcontractors provided incomplete, inaccurate, or non-current cost or pricing data.
52.215-12	Subcontractor Certified Cost or Pricing Data	This clause states that the contractor must require subcontractor to submit certified cost/pricing data must be accurate.
52.215-13	Subcontractor Certified Cost or Pricing Data- Modifications	This Clause requires contractors to have cost/pricing data from subcontractors when making modifications to contract.
52.215-14	Integrity of Unit Prices	Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost, any method that distributes costs to line items that distorts unit prices shall not be used.
52.215-15	Pension Adjustment and Asset Reversions	This clause requires Contractor to notify the contracting officer when it determines that it will terminate or recollect pension funds, in situations where assets revert to the Contractor, the Contractor shall make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn.
52.215-18	Reversion or Adjustment for Postretirement Benefits Other Than Pensions	This clause requires Contractor to notify the Contracting Officer when the Contractor determines that it will terminate or reduce the benefits of a PRB plan. If PRB assets revert to the contractor, the Contractor shall make a refund or give credit to the Government for its equitable share as required by 31.205-6(o)(5).
52.215-19	Notification of Ownership Changes	This Clause requires Contractor to notify the Administrative Contracting officer when the Contractor becomes aware that a change in its ownership has occurred and if a change in asset valuation has occurred contractor must notify ACO within 30 days. The contractor will maintain current/accurate records, provide access to ACO upon request, and ensure all individual and grouped assets, their capitalized values, accumulated depreciation amortization are identified before ownership change.
52.215-23	Limitations on Pass-Through Charges	This clause states that the Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist and if Contracting Officer determines that such charges exist for other than fixed-price contracts, the excessive pass-through charges are now unallowable. The Government will be given price reduction for excessive pass-through charges included in the contract price. Contracting officers will have access to records to determine whether subcontractor proposed, billed, or claimed excessive pass-through charges.
52.219-8	Utilization of Small Business Concerns	This clause requires to provide maximum practicable opportunities to small businesses to participate in federal contracts as Subcontractors.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.219-9	Small Business Subcontracting Plan	This clause requires a plan for subcontracting work to small businesses.
52.219-16	Liquidated Damages- Subcontracting Plan	This clause informs contractors that neglecting their obligations/goals from FAR 52.219-9 to meet small business goals is subject to penalties for "failure to make good faith" Contractors can plead that good faith efforts have been made for further discussion.
52.222-1	Notice to the Government of Labor Disputes	If contracting officer has any knowledge that there is any actual/potential labor dispute that may delay the performance of the contract, contractor will immediately give notice, including all relevant information.
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation	No Contractor or subcontractor employing laborers or mechanics will require them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours, and to prevent such violations Contractors shall allow authorized representatives or the Department of Labor to inspect.
52.222-19	Child Labor-Cooperation with Authorities and Remedies	This clause requires contractors to cooperate with the Government and its investigations regarding forced child labor in products/services under contract.
52.222-35	Equal Opportunity for Veterans	This clause prohibits contractors/subcontractors from discriminating against qualified protected veterans and must facilitate their employment.
52.222-36	Equal Opportunity for Workers with Disabilities	This clause prohibits discrimination against qualified individuals on the basis of disability and requires quick action by the contractor to employ such qualified individuals.
52.222-37	Employment Reports on Veterans	This clause requires the record keeping of veteran employees by submitting VETS-4212 Reports no later than September 30 of each year, this ensures Government receives data.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	This clause requires contractors to notify their employees both physically and electronically about their rights under the NLRA failure to do so will result in the contract being terminated and/or the contractor will be suspended/debarred.
52.222-50	Combating Trafficking in Persons	This clause protects workers from exploitation and ensures morals/ethics are upheld must implement compliance plans and certifying annually.
52.222-54	Employment Eligibility Verification	This clause requires contractors to use the E-Verify program to confirm the employment eligibility of its workers/employee's.
52.223-3	Hazardous Material Identification and Material Safety Data	This clause requires that any known material deemed hazardous must be listed/documented with an identification number and must be regularly updated.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.223-5	Pollution Prevention and Right -to-Know Information	Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 and the Pollution Prevention Act of 1990. The contractor will comply by following emergency planning reports, emergency notice requirements, list of Material Safety data sheets, the emergency and hazardous chemical inventory forms, and the toxic chemical release inventory of Section 313 of EPCRA.
52.223-11	Ozone-Depleting Substances/High Global Warming Potential Hydrofluorocarbons	The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j.
52.224-3	Privacy Training	The Contractor shall ensure that initial privacy training, and annual privacy training, thereafter, is completed for those who 1) Have access to system records, 2) create, collect, use, process etc. personally identifiable information on behalf of an agency and 3) Design, develop, maintain, or operate a system of records.
52.225-13	Restrictions on Certain Foreign Purchases	Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services outside of the United States.
52.227-1	Authorization and Consent	The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent.
52.227-2	Notice/Assistance Regarding Patent and Copyright Infringement	This clause requires the Contractor to notify the contracting officer in written detail each notice or claim of patent/copyright infringement based on the performance of this contract. In the event of any claim, contractor shall furnish to the Government all evidence and information in the Contractor's possession pertaining to such claim.
52.229-3	Federal, State, and Local Taxes	This clause requires contractors to include all applicable taxes in their fixed-price proposal, only provides adjustment if it exceeds \$250.
52.230-4	Disclosure and consistency of Cost Accounting Practices-Foreign Concerns	This clause requires contractors to disclose and consistently apply cost accounting practices, ensuring compliance with CAS 9904.401 and 9904.402 so it is not detrimental to the U.S. government.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.230-5	Cost Accounting Standards-Educational Institution	This clause requires educational institutions to disclose and comply with Cost Accounting Standards (CAS).
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	This clause states that within 15 days after receipt of accelerated payments from the Government, the Contractor will make accelerated payments to small business subcontractors under this contract. The Contractor agrees to make such payments to its small business subcontractors without any further consideration from, or fees charged to the subcontractor.
52.234-1	Industrial Resources Developed under Title III, Defense Production Act	The Contractor shall refer to any request from a Title III project contract for testing and qualification to the Contracting Officer upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualifications. The Contractor shall provide the test results to the Defense Production Act Office.
52.242-3	Penalties for Unallowable Costs	This Clause states that if the Contracting officer determines that a contractor submitted a proposal that is unallowable, the contractor will be subject to a penalty equal to the amount of the disallowed cost and simple interest on the amount the contractor was paid in excess.
52.242-15	Stop-Work Order	The Contracting officer can require contractor to stop all or any part of the job for 90 days after order was delivered or more time can be negotiated, ALT I applies if this is a cost-reimbursement order.
52.243-1	Changes-Fixed Price	The Contracting Officer may at any time make changes within the general scope of this contract in Drawings, designs, or specifications. When the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications. Method of shipment or packing and place of delivery. If any change causes an increase/decrease in the cost of, or the time required for, performance of any part of the work under this contract, the Contracting Officer shall adjust.
52.243-6	Changes Order Accounting	Contracting Officer may require change order accounting whenever the estimated cost of change or series of related changes exceeds \$100k, for each change or series of related changes, shall maintain separate accounts. The contractor will keep the accounts until the parties agree to an equitable adjustment.
52.244-6	Subcontracts for Commercial Products/Services	This clause requires contractors to flow down specific Mandatory Government clauses to subcontractors supplying items.
52.245-1	Government Property	This clause ensures properties are tracked, protected and used for authorized purposes only. Contractor is responsible for its use.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
52.245-9	Use and Charges	This clause states that contractors are permitted to use Government property without charge during the performance of contracts, subcontracts and other work if the contracting officer specifically authorizes in writing its use. For work other than the performance of the contract, contractors will be subject to a rental fee to use the property and does not mean that the Government can't intervene and stop their use
52.246-2	Inspection Of Supplies-Fixed-Price	The Contractor is required to provide/maintain an inspection system acceptable to the Government covering supplies under contract and will only provide supplies that have been inspected. Contractor must record keep all inspections as Government will later inspect/test all supplies from this contract without causing delay for the work. Contractors are required to reject or replace supplies, if need be, however, failure to do so will result in termination of the contract.
52.246-5	Inspection of Services-Cost Reimbursement	This clause requires contractors to provide/maintain an inspection system that has complete records of all inspection work performed, which will be made available to them. Records will stay as long as they are needed. If at any time the services performed do not conform to contract requirements, this will require contractors to perform the services again for no additional fee.
52.249-2	Termination for Convenience of the Government (Fixed-Price)	This clause authorizes the government to terminate fixed-price contracts for convenience, mandating that contractors stop work and submit settlement proposals within one year.
52.249-8	Default (Fixed-Price Supply and Service)	Government termination of fixed-price contracts for default due to delivery issues, lack of progress, etc. Contractors may avoid liability for excess procurement costs if failure stems from unforeseeable causes beyond their control.
252.203-7002	Requirements to Inform Employees of Whistleblower Rights	The contractor is obligated to inform its employees in writing of contractor employee whistleblower rights and protections under 10 U.S.C. 4701.
252.203-7004	Display of Hotline Posters	This clause requires Contractors to display prominently the DoD fraud, waste, and abuse hotline posters prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under (DoD) contracts.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
252.204-7000	Disclosure of information	This clause requires contractors not to release any unclassified info, that involves any part of the contract unless contracting officer has given written approval, the information is already accessible to the public, or the not under defense restrictions if a contracting officer determines in writing that it is "fundamental research."
252.204-7003	Control of Government Personnel Work Product	The contractors' procedures for protecting unauthorized information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	This clause requires that the contractor provides security on all covered contractor info systems and shall implement a wide array of cyber security requirements when incorporated into contract. If a contractor discovers a cyber incident the contractor will conduct a review on all compromise computer/systems and report the issue to the DoD at https://dibnet.dod.mil .
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	This clause states that the Government may disclose to a litigation support contractor, for the sole purpose of litigation support activities, any information, including sensitive information, received with connection with an offer or in the performance of or in connection with a contract.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunication s Equipment or Services	This clause requires contractors not to provide the Government with any equipment/service to carry out covered missions that use covered defense telecommunications equipment or services produced by Huawei Technologies or ZTE Corporation.
252.204-7020	NIST SP 800-171DoD Assessment Requirements	This clause applies to covered contractor information systems that are required to comply with (NIST), (SP) 800-171, in accordance with DFAR252.204-7012. The contractor will provide access to its facilities, systems and personnel necessary to conduct a Medium or High NIST SP 800–171 DoD Assessment.
252.209-7004	Subcontracting with Firms that are Own/Controlled by a Government that is a State Sponsor of Terrorism	This clauses states that Contractors must receive written approval of the Buyer and the U.S. Government is required for any exceptions.
252.211-7003	Item Unique Identification and valuation	This clause requires contractors to assign, mark, and register unique identifiers on qualifying physical items for delivery. It also requires contractors to determine and report the official Government unit acquisition cost for all delivered items.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
252.219-7003	Small Business Subcontracting Plan	This clause imposes specific rules for the (DoD) prime contracts such as 1) submitting the consolidated SSR for an Individual subcontracting plan, 2) The Individual Subcontract Report and will have the authority to reject or acknowledge receipt ISR or SSRs.
252.222-7006	Restrictions on the Use of Arbitration Agreements	The Contractor agrees not to enter into any agreement with any of its employees or independent contractors receive a job.
252.223-7001	Hazard Warning Labels	The contractor will label the item package of any hazardous material that will be delivered under this contract in accordance with the Hazard Communication Standard.
252.223-7002	Safety Precautions for Ammunition and Explosives	The contractor shall comply with the requirements of DoD Manual 4145.26, DoD Contractors' Safety Manual for Ammunition and Explosives, and will allow the Government access to the contractor facilities, personnel, and Safety Program documentation. If the contracting officer notices noncompliance with the manual, the contractor will correct this issue within 30 days or will be forced to stop performance on all or parts of this contract.
252.223-7003	Change in Place of Performance- Ammunition and Explosives	The offeror will identify and not change the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause. Failure to relay this information may result in rejection.
252.223-7008	Prohibition of Hexavalent Chromium	This clause requires contractors to not provide any deliverable or construction material under this contract that contains hexavalent chromium greater than 0.1% by or requires the removal and/or the reapplication of hexavalent chromium materials during subsequent sustainment phases. This does not apply if specified by Contracting Officer or if it is a byproduct.
252.225-7001	Buy American and Balance of Payments Program	The contractor shall deliver only domestic end products unless, it specified delivery of other end products in the Buy American—Balance of Payments program Certificate provisions of the solicitation. If the contractor certified in its offer that it will deliver a qualifying country end product, the contractor will deliver a qualifying country end product or domestic product.
252.225-7002	Qualifying Country Sources as Subcontractors	“Qualifying country,” is a country with an international agreement with the U.S in which both countries agree to remove barriers to purchase supplies produced in the other country or services performed by sources of the other country.
252.225-7004	Report of Intended Performance Outside the United States and Canada- Submission after Award	The contractor will submit a report in accordance with this clause, if the contractor will perform any part of this contract outside the United States and Canada that 1) exceeds the threshold specified in Defense Acquisition Regulation Supplement 225.7201 Policy and 2) can be done inside the U.S or Canada. When submitting report, the contractor will report ASAP after it has become known, preferably 30 days before award, submit report to contacting officer.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	Within this clause the restrictions indicated are any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country. The exceptions are electronic components or commercially available off-the-shelf items.
252.225-7012	Preference for Domestic Commodities	The Contractor shall deliver under this contract only end products or components, that have been grown, reprocessed, reused, or produced in the United States.
252.225-7013	Duty-Free Entry	This clause allows contractors to import eligible foreign supplies, but the contractor must notify the Administrative Contracting Officer.
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	This clause requires each ball and roller bearing delivered under this contract be manufactured in the United States, its outlying areas, or Canada unless they are acquired as commercial components.
252.225-7048	Export-Controlled Items	This clause requires contractors to comply with all applicable laws and regulations regarding export-controlled items, including but not limited to the requirement for contractors to register with the Department of State in accordance with ITAR.
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	This clause states that contractors shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the opportunity to participate in the subcontracts, to the fullest extent consistent with efficient performance of the contract.
252.227-7013	Rights in Technical Data-Other Than Commercial Products and Commercial Services	This clause governs all technical data pertaining to other than commercial products or commercial services or to any portion of a commercial product or commercial service that was developed in any part at Government expense.
252.227-7014	Rights in Other Than Commercial Computer Software/Other Than Commercial Computer Software Documentation	This clause governs all other than commercial computer software or other than commercial computer software documentation.
252.227-7015	Technical Data-Commercial Products and Commercial Services	This clause governs the technical data pertaining to any portion of a commercial product or commercial service that was developed exclusively at private expense.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
252.227-7016	Rights in Bid or Proposal Information	The Government's rights to use, modify, reproduce, release, perform, display, or disclose information contained in a bid or proposal, including technical data or computer software.
252.227-7019	Validation of Asserted Restrictions-Computer Software	This clause requires contractors to maintain records to justify the validity of any asserted restrictions on the Governments' rights to use, modify, reproduce, perform, display, release, or disclose computer software under this contract. However, the Government, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions.
252.227-7025	Limitations on the Use/Disclosure of Government-Furnished Info with Restrictive Legends	The Contractor shall use, modify, reproduce, perform, or display technical data that are or pertain to a commercial product/service and are received from the Government with a commercial restrictive legend, only in the performance of this contract.
252.227-7030	Technical Data-Withholding of Payment	This clause states that if technical data is not delivered within the set time frame stated in the contract or is deficient upon delivery the contracting officer may, withhold payment to the Contractor of ten percent of the total contract price or amount unless a lesser withholding is specified in the contract.
252.227-7037	Validation of Asserted Restrictions on Technical Data	This clause requires contractors to maintain records sufficient to justify the validity of any asserted restrictions on the Governments' rights to use, disclose, or release technical data. However, the Contracting officer, when there are reasonable grounds to do so, has the right to review and challenge the validity of any restrictions asserted.
252.227-7038	Patent Rights-Ownership by the Contractor (Large Business)	This clause permits large businesses to retain title to inventions created under Government contracts. However, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on behalf of the United States, the subject invention.
252.228-7005	Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	This clause requires contractors to report to the Administrative Contracting Officer of all facts relating to each mishap involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.
252.234-7004	Cost and Software Data Reporting System	This clause states that in performance of this contract the contractor will use a documented standard (CSDR) process, management procedures that provide timely and reliable information.



MARTINEZ & TUREK, INC.

Clause #	Title	Analysis
252.235-7003	Frequency Authorization	This clause requires contractors to obtain authorization for radio frequencies in the performance of the contract, for any experimental, development or operational equipment for which the allocation of the frequency has not been made. The contractor will provide the technical operating characteristics of the proposed electromagnetic radiating device to the contracting officer during initial planning, experimental, or developmental phase of the contract. Then the contracting officer will furnish the procedures for obtaining radio frequency authorization.
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	This clause requires contractors to agree to secure info systems. To provide said security, the contractor will use Government-approved telecommunications equipment devices, techniques, or services. The Contractor will furnish all services necessary to perform this contract and must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.
252.244-7000	Subcontracts for Commercial Products or Commercial Services	This clause requires contractors not to include the terms of any FAR/DFAR clause under this contract unless specified in the contract. The contractor will ensure that any items used in the performance of this contract are treated as commercial products valued less than \$10k purchased by the contractor for the use of multiple contracts with DoD. The Contractor will ensure items meet all terms and conditions of this contract that are applicable to commercial products/services in accordance with the clause at FAR 52.244-6.
252.246-7003	Notification of Potential Safety Issues	This clause requires contractors to notify the Administrative Contracting Officer as soon as practicable, but no later than 72 hours after discovering information concerning nonconformances and deficiencies. The Contractor is responsible for the notification of potential safety issues and will facilitate direct communication between the Government and subcontractor as necessary. Notification of safety issues under this clause will be considered neither an admission of responsibility nor a release of liability for the defect or its consequences.
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	This clause requires contractors to establish/maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to do so will result in disapproval of the purchasing system by the contracting officer and/or the withholding of payments.
252.246-7008	Source of Electronic Parts	This clause requires Contractors to obtain electronic parts that are in produced by the original manufacturer or an authorized aftermarket manufacturer. The Contractor assumes responsibility for the authenticity of parts provided by such contractor-approved suppliers.
252.247-7023	Transportation of Supplies by Sea	The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.