



TERMS & CONDITIONS OF PURCHASE

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PRIME CONTRACT FLOWDOWN CLAUSES FOR PURCHASE ORDERS ISSUED UNDER FEDERAL CONTRACTS

*THESE TERMS AND CONDITIONS SHALL
BE APPLICABLE TO ALL PURCHASE
ORDERS:*

1. DEFINITIONS

As used in these Terms and Conditions of Purchase, the following terms shall have the following meanings:

(a) "Supplies" means raw materials, components, intermediate assemblies, and end products; (b) "Services" means the direct engagement of time and effort with the primary purpose to perform identifiable tasks rather than to furnish end items of supply; (c) "Construction" means construction, alteration, or repair (including excavating and painting) of buildings, structures, or other real property; (d) "Buyer" means Brighton Cromwell ("BC") and any of its corporate affiliates or subsidiaries; (e) "Seller" means any person or legal entity that provides Supplies, Services, or Construction pursuant to a Purchase Order issued by Buyer; (f) "Purchase Order" means an offer by Buyer to Seller to buy Supplies, Services, or Construction that becomes a binding contract between Buyer and Seller upon written acceptance of Seller or upon Seller initiating performance; (g) "Government" means the United States Federal Government; (h) "Prime Contract" means the contract under which a Purchase Order is issued or any other contract which requires Buyer to procure services for a Customer; (i) "Customer" means a business entity or association, or any other entity or association, including, without limitation, the Government, with whom Buyer enters into a Prime Contract; and (j) "Work" means the provision of Services or Construction as set forth in the Purchase Order.

2. PURCHASE ORDERS; PRICE; ACCEPTANCE; MODIFICATION OF TERMS

- a) Purchase Orders issued by Buyer to Seller – together with any referenced or attached drawings, specifications, statements of work, or special conditions – will specify the Supplies or Work required, including, but not limited to, the delivery schedule, period of performance, total compensation, rate/price and payment schedules related thereto. Each Purchase Order issued by Buyer shall be governed by these Terms and Conditions of Purchase.
- b) The price payable to Seller shall be stated in the Purchase Order. The price shall not be increased to cover any future Seller price increases and shall be inclusive of all packing, packaging, cartage, premium transportation charges, reusable containers, service or carrying charges, permits, insurance, applicable taxes, fees and licenses, or any other charges of any nature unless specifically agreed to in writing by Buyer.
- c) Acceptance of a Purchase Order by Seller may be made by signing the acknowledgment copy thereof, digitally accepted or by partial performance there under, and any such acceptance shall constitute an unqualified agreement to all of these Terms and Conditions of Purchase unless otherwise modified in writing by the parties.
- d) No additional or different terms or conditions proposed by the Seller in accepting the Purchase Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller.

3. GENERAL RELATIONSHIP

The Seller is not an employee of BC for any purpose whatsoever. Seller agrees that in all matters relating to the Purchase Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to all liabilities and perform all obligations imposed with respect to the performance of the Purchase Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

4. APPLICABLE LAW

These terms and Conditions of Purchase shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its rules and principles regarding conflicts of laws, except that any provision under these Terms and Conditions of Purchase that is: (a) incorporate in full text or by reference from the Federal Acquisition Regulations (FAR) or the Defense Federal Acquisition Regulations Supplement (DFAR), as the case may be; (b) incorporated in full text or by reference from any agency regulation that implements or supplements from the FAR or DFAR or; (c) that is substantially based on any such agency regulation or FAR or DFAR provision, shall be construed and interpreted according to federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals and quasi-judicial agencies of the Government.

5. COMPLIANCE WITH LAWS; PERMITS, LICENSES

Seller shall comply with all applicable federal, state and local laws, rules, regulations and orders ("Laws"), including, but not limited to, the following, as may be amended from time to time: (a) the Service Contract Act of 1965; (b) the Davis-Bacon Act of 1931; (c) the Fair Labor Standards Act of 1938; (d) The Walsh-Healy Public Contracts Act; (e) the Federal Occupational

Safety and Health Act of 1970, including the preparation of Material Safety Data Sheets; (f) the Toxic Substances Control Act of 1976; and (g) any other federal law concerning labor relations, non-discrimination in employment, minimum wages, overtime compensation and hours of employment. Seller shall obtain all permits and licenses required for the performance of the Purchase Order at no additional charge to Buyer. If, as a result of any violation of Laws by Seller, its employees, agents or subcontractors at any tier,: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Purchase Order or any other contract with Seller, or demand payment (in whole or in part) of the corresponding amounts. Seller shall pay such amounts within ten (10) days of such demand.

6. INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform the Purchase Order shall be Seller's employees exclusively without any relation whatsoever to Buyer.

7. BUYER AS INTERMEDIARY

Seller acknowledges that Buyer is acting as an intermediary on behalf of its Customer. Seller agrees to assume full and complete responsibility to such Customer with respect to the quality of the Supplies delivered or Work performed pursuant to the Purchase Order. Seller further agrees to indemnify, defend and hold harmless Buyer, and all of its affiliates, subsidiaries, shareholders, officers, directors, employees and agents, from and against any and all claims, causes of action nor suits of any kind or nature by such Customer (together with any damages resulting there from) arising from its dissatisfaction with the Supplies delivered or

Work performed by Seller or its subcontractors at any tier.

8. THIRD PARTY BENEFICIARY

Seller acknowledges and agrees that Buyer's Customer is a third party beneficiary of these Terms and Conditions of Purchase and has the power and authority to enforce these Terms and Conditions of Purchase against Seller.

9. NO ASSIGNMENT

Seller shall not assign the Purchase Order to any other party without the prior written consent of Buyer. Buyer may withhold such consent in its sole discretion. Any attempted or purported assignment of the Purchase Order without Buyer's prior written consent shall be null and void and not binding upon Buyer.

10. PAYMENT TERMS; INVOICES; SETOFF; TAXES

Unless otherwise specified in the Purchase Order, terms of payment shall be net thirty (30) days from the latest of the following: (a) Buyer's receipt of Seller's invoice; or (b) delivery of Supplies or performance of the Work to the satisfaction of Buyer and the Customer. An itemized invoice shall be submitted by Seller to the address shown on the face of the Purchase Order to the attention of: "Accounts Payable Department." The invoice shall contain the Purchase Order number, a description of the Supplies furnished, or Work performed, and the unit prices, quantities, and total contract price relating thereto. Payment of invoices may be delayed pending the correction of omissions or errors in the Work performed or Supplies delivered. Buyer shall have the right at all times to set off any amount due or payable to Seller against any claim or charge Buyer or its Customer may have against Seller. Any amounts paid by Buyer that the Seller is obligated to pay pursuant to these Terms and Conditions of Purchase or the Purchase Order will be promptly reimbursed to Buyer by Seller together with (i) attorney's fees, if any, and

(ii) annual interest at 15%, if allowed by law, otherwise at the highest rate allowed by law. If not reimbursed, Buyer may deduct such amount (with attorney's fees and interest as above provided) from any amounts then or thereafter due Seller. Unless otherwise specified in the Purchase Order, prices and rates shall include all applicable federal, state and local taxes, duties, tariffs and similar or dissimilar fees imposed by any governmental entity, all of which shall be listed separately on Seller's invoice.

11. WARRANTY OF SERVICES AND CONSTRUCTION

Seller warrants that all Work performed pursuant to a Purchase Order shall be: (i) in accordance with all requirements of the Purchase Order; (ii) free from defects in workmanship; (iii) free from errors and omissions in design or engineering; (iv) conducted in a manner consistent with the level of care and skill ordinarily exercised by professionals performing services of a nature similar to the Work, taking into account standards, state of the art, and Laws existing at the time the Work is performed; and (v) upon passage of title to Buyer, either by incorporation in the construction or upon Buyer's receipt of payment, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances. Seller shall be deemed to have examined the site of the Work application to the Purchase Order and to have secured full knowledge of all conditions under which the Work is to be performed. The foregoing warranties shall survive inspection, acceptance and payment of and for the Work. Seller shall, without additional compensation, correct, or revise any errors or deficiencies in the Work that are discovered within twelve months of final completion of the Work. If such deficiencies are not corrected in a timely manner, Buyer may cause the same to be corrected and deducted such corrective action costs incurred from monies otherwise due to Seller. Seller shall be liable for any such excess costs and shall reimburse

Buyer within 30 days of receipt of invoice. This warranty and corrective action shall be in addition to any warranty or guarantee specified elsewhere in these Terms and Conditions of Purchase or the Purchase Order and shall not limit the application of any other warranty or remedy available under law.

12. **WARRANTY OF SUPPLIES** Seller warrants that all Supplies delivered pursuant to the Purchase Order shall: (a) conform to Buyer's drawings, specifications or other description; (b) be of good material and workmanship and free of defects; (c) meet Seller's published specifications and standards; and (d) be new (not used, reconditioned, or remanufactured), merchantable and suitable for the purpose intended. These warranties shall begin upon final acceptance of the Supplies as provided herein and extend for a period of twelve (12) months (the "Warranty Period"). If any nonconformance is identified within the Warranty Period, Seller, at Buyer's option, shall promptly repair or replace the non-conforming item. Transportation of replacement items and return of non-conforming items shall be Seller's expense. If repair or replacement is not timely, Buyer may elect to return, repair, replace or procure the Supplies from a third-party, at Seller's expense; provided, that if Buyer procures the Supplies from a third party, Seller shall be liable only for the difference between the price paid by Buyer to such third-party and the price to be paid to Seller under the Purchase Order. Buyer shall also be entitled to any and all sums paid to Seller prior to Buyer exercising its remedy to procure the Supplies from a third-party. In addition to the foregoing remedies for breach of warranty, Buyer may accept all or a portion of the non-conforming Supplies at an equitable price reduction. All of the foregoing warranties and remedies shall run to Buyer and its Customers and are in addition to all other warranties and remedies set forth elsewhere in these Terms and Conditions of Purchase or expressed or implied by law.

13. **PRICE AND RATE WARRANTY**

Seller warrants that the prices and rates charged for the Supplies or Work specified in the Purchase Order do not exceed the price(s) or rate(s) Seller charges its most favored customer for the same or substantially similar Supplies or Work, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and terms and conditions of sale. Seller agrees that in the event of an announced price or rate reduction prior to the completion of the performance of the Work or Shipment of Supplies, said price or rate reduction shall be passed on to Buyer for Supplies remaining to be shipped or Work remaining to be performed under the Purchase Order.

14. **CERTIFICATION OF INDEPENDENT PRICE AND RATE DETERMINATION**

Seller certifies that the price(s) and rate(s) proposed have been arrived at independently, without consultation, communication or agreement with any others for the purpose of restricting competition and that Seller has not and will not knowingly disclose the price(s) and rate(s) directly or indirectly, to any other offeror.

15. **CHANGE ORDER; MODIFICATION**

Buyer may, at any time by written notice to Seller, make changes to the Purchase Order (a "Change Order"). If any such change causes an increase or decrease in the cost or time required to perform the Work or deliver the Supplies, the price, performance/delivery schedules, or both shall be equitably adjusted and the Purchase Order so modified. Seller shall submit any claim for adjustment to Buyer within ten (10) days following receipt of the written Change Order. Failure of the parties to agree to an adjustment shall be considered a dispute under **Section 40 (Disputes)** hereof and shall be addressed in accordance therewith; however, pending resolution of any such dispute, Seller shall immediately proceed with the performance

of the Purchase Order as changed by the Change Order. Seller shall not be entitled to any compensation for extra Work or additional Supplies not stated in the Purchase Order or Change Order unless, prior to the performance of such extra Work or delivery of such additional Supplies, Seller shall have received from Buyer written authorization for the same. Buyer shall have no liability for any Work performed or Supplies delivered by Seller and not described in the Purchase Order or a Change Order. Seller shall make no changes affecting the Work or Supplies with Buyer's or the Customer's prior written approval. Any approvals by Buyer or the Customer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for performing the Work or delivering the Supplies in strict accordance with the requirements of the Purchase Order.

16. DELIVERY AND PERFORMANCE SCHEDULES

Seller shall deliver the Supplies or perform the Work in strict adherence to the schedules set forth in the Purchase Order. Seller agrees that time is of the essence in the performance of the Purchase Order and there is potential for financial loss by Buyer in the event that Seller fails to deliver the Supplies or complete the Work within the time specified in the Purchase Order. Therefore, Seller agrees to pay Buyer for all expenses arising from Seller's failure to deliver the Supplies or complete the Work within the time allocated including, but not limited to, additional Buyer expenses for technical services, inspection, and administration costs; additional costs to other supplies, subcontractors or consultants caused by the delay and charges from the Customer, including any liquidated damages for which Buyer may be liable to Customer resulting from Seller's failure to deliver the Supplies or complete the Work as provided in the Purchase Order or breach of these Terms and Conditions of Purchase. Seller agrees to advise Buyer, as

soon as possible, of any delays in complying with the performance schedule of any Purchase Order and the reasons thereof. If a delay is due to causes beyond the control of Seller and, where applicable, its suppliers or subcontractors, and without fault or negligence of any of them, and provided that Seller reports the delay to Buyer within a reasonable time of its' discovery, Buyer will either adjust the performance schedule or terminate the Purchase Order, or its effected portion, for convenience. Acceptance of late deliveries or performance not in strict conformation with the Purchase Order schedule shall not constitute a waiver of Buyer's rights under this Section 16 or elsewhere under these Terms and Conditions of Purchase.

17. INSPECTION OF SERVICES AND CONSTRUCTION

Buyer and the Customer shall have the right to inspect Work in progress at all reasonable times and places during performance. Rejected Work shall promptly be re-performed in an acceptable manner and within a reasonable period of time at Seller's sole cost and expense. If inspections are made on Seller's premises Seller shall, without additional charge, provide reasonable assistance for the safety and convenience of the inspectors performing these duties. Inspections shall be performed in such a manner as to not unduly delay Work in progress. Unless otherwise agreed in writing, all Work is subject to Buyer's and the Customer's inspection and acceptance or rejection of the Work, notwithstanding any previous inspection by Buyer and the Customer. Inspections shall not relieve Seller of its responsibility to furnish the Work in strict conformance with the Purchase Order requirements. Seller shall maintain an inspection and quality control system acceptable to Buyer and the Customer. Seller shall furnish Buyer and the Customer with the records of inspection for the Work at any time during the performance of the

Work upon request therefore by Buyer or the Customer.

18. INSPECTION OF SUPPLIES

Buyer and its Customer may inspect or test materials, work in progress and completed Supplies at all reasonable times and places prior to shipment. If inspections and test are performed on Seller's premises, Seller shall, without additional charge to Buyer, its Customer or any of their or its representatives, provide reasonable facilities and assistance for the safety and convenience of the parties performing such inspection or tests. Unless otherwise agreed to in writing, all Supplies furnished under the Purchase Order are subject to Buyer's inspection and acceptance or rejection at Buyer's specified destination, notwithstanding any previous inspection or test by Buyer or its Customer. An inspection or test at source or at destination shall not relieve Seller of its responsibility to furnish the Supplies in strict conformance with the Purchase Order requirements. Seller shall maintain an inspection and quality control system acceptable to Buyer and its Customer. Seller shall furnish Buyer the records of inspection or test for Supplies delivered under the Purchase Order at any time upon Buyer's request. No inspection or monitoring by Buyer or its Customer, or failure to do so, shall affect or diminish Seller's sole responsibility and liability for the quality of the Supplies purchased by Buyer.

19. DELIVERY AND PERFORMANCE ACCEPTANCE

Acceptance of any part of a Purchase Order delivery or performance shall not bind Buyer to accept future shipments of Supplies or performance of Services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's right to cancel or return all or any part of the goods because of failure to conform to the Purchase Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing cost or

loss of profits, injury to reputation or other special, consequential and incidental damages.

20. ADDITIONAL REQUIREMENTS FOR DELIVERY OF SUPPLIES

The following additional conditions apply to Purchase Orders for Supplies:

- a) **Packaging and Packing:** Seller shall be responsible for properly packing and packaging the Supplies in suitable containers for protection during shipment in accordance with applicable law and good commercial practice. No additional charge will be allowed for packing and packaging unless specifically agrees to in writing. Seller shall label each package with the number of the Purchase Order. Seller shall prepare an itemized packing list bearing the number of the Purchase Order, description of items, part number and quantity shipped for each package. One copy of the packing list shall be enclosed in the shipping container and one copy shall accompany Seller's invoice.
- b) **Unauthorized Changes to Supplies:** Upon Buyer's or its Customer's approval of Seller's drawings, designs, specifications, etc., Seller shall make no changes affecting form, fit or function of the Supplies without Buyer's prior written approval. Any approvals by Buyer or its Customer shall not relieve Seller of responsibility for any errors or deficiencies that may exist, or for furnishing the Supplies in strict accordance with the Purchase Order requirements.
- c) **Variation in Quantity:** It is Seller's responsibility to deliver the quantity of Supplies called for in the Purchase Order. No variation in the quantity specified in the Purchase Order will be accepted as compliance with the Purchase

Order. Buyer reserves the right to refuse or return, at Seller's expense, any excess shipments or deliveries made in advance of the delivery schedule.

- d) Shipment, Title, and Risk of Loss: Unless otherwise specified in the Purchase Order, Supplies shall be shipped FOB Destination, whereupon title and risk of loss will pass to Buyer when such Supplies have been delivered to and accepted at Buyer's specified destination. For Purchase Orders providing for shipment of Supplies FOB Origin, title and risk of loss shall pass to Buyer upon Seller's delivery to the common carrier specified or approved by Buyer except that Seller shall be responsible for any loss due to its failure to properly preserve, package, handle or pack the Supplies.

21. **STOP WORK ORDER**

Buyer may, at any time, by written notice to Seller, stop all or any part of the Work or stop delivery of Supplies for up to ninety (90) days (a "Stop Work Order"). Upon receiving a Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional cost allocable thereto. Within ninety (90) days after the effective date of the Stop Work Order, unless Seller and Buyer mutually agree to an extension, Buyer shall either cancel the Stop Work Order or terminate the portion of the Purchase Order covered by the Stop Work Order. Buyer shall make an equitable adjustment in the Purchase Order performance schedule or contract price if the Stop Work Order results in an increase in time and cost for performance. Seller must assert a claim for equitable adjustment within ten (10) days after the end of the work stoppage. Failure of the parties to agree to an adjustment shall be considered a dispute under **Section 40 (Disputes)**

hereof and shall be addressed in accordance therewith.

22. **TERMINATION FOR CONVENIENCE**

Buyer may terminate any Purchase Order, in whole or in part, at any time for any reason whatsoever by giving not less than seven (7) days written notice to the Seller. If the Purchase Order is so terminated, Buyer shall pay Seller only for that portion of the Services actually performed, and/or for conforming Supplies actually delivered, and for documented expenses incurred by Seller and authorized by Buyer prior to the date of termination. Under no circumstance shall Buyer be liable for any other damages whatsoever, including loss of anticipated profit or account of such termination. Notwithstanding any partial termination of Services, Seller shall continue to perform and complete any remaining Services required. In the event of strike, slow down, "sick-out", or work stoppage for any reason Buyer shall have the right to immediately terminate the Purchase Order by written notice to Seller. No further action is required of Buyer.

23. **TERMINATION FOR DEFAULT**

- a) Buyer may, by written notice of default to Seller, terminate the whole or any part of any Purchase Order in any one of the following circumstances:
- i. Seller fails to make delivery of the Supplies or to perform the Services within the time specified herein or any extension thereof; or
 - ii. Seller fails to perform any of the other provisions of the Purchase Order or so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms, and in either of the circumstances specified in this subpart (a) (ii) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of

- notice from the Buyer specifying such
- iii. failure;
 - iv. Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
 - v. Seller fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance by Seller.
- b) If the Purchase Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and such manner as Buyer may deem appropriate, Supplies or Services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar Supplies or Services.
- c) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of the Purchase Order and Buyer will pay Seller the contract price for completed articles delivered to and accepted by Buyer and the fair value of the other property of Seller so requested and delivered.
- d) Seller shall continue performance of the Purchase Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of the Purchase Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.
- e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is

- caused by the default of a subcontractor or supplier at any tier, such
- f) default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the Supplies or Services to be furnished by the subcontractor or supplier were not obtainable from other sources.

24. **INSURANCE**

In accordance with subparts (a) and/or (b) below; upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage's are in force and providing not less than thirty days notice prior to any cancellation or restrictive modification of the policies. Further, the required insurance coverage's below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverage's and their limits is no way lessen nor affect Seller's other obligations or liabilities set forth in the Purchase Order.

- a) To the extent that Seller is performing Services or Construction under the Purchase Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:
- i. Statutory Workers' Compensation and Employers' Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
 - ii. Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in the Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. Buyer, its

- officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;
- iii. Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insured's on the policy;
 - iv. Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
 - v. All-Risk Property Insurance as described above in Section 24 (a) (v) in an amount adequate to replace property, including Supplies covered by the Purchase Order, of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.
- b) To the extent that Seller is providing Supplies under the Purchase Order, Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:
- i. Commercial General Liability as described above in Section 24 (a) (ii);
 - ii. Products Liability in an amount no less than \$1 Million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the

- extent that coverage for Seller's products are not excluded in (i), this requirement does not apply;
- iii. All-Risk Property Insurance in an amount adequate to replace property of Buyer and/or Buyer's customer, including Supplies covered by the Purchase Order, which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.
 - iv. If aircraft products are being provided under the Purchase Order, Seller agrees to carry Aircraft Products Liability Insurance, covering liability arising out of the manufacture, sale, servicing, repair, distribution, instruction and operation of aircraft related products or services with a per occurrence limit of \$1,000,000.

25. PRESRESPONSIBILITY FOR PROPERTY

In the case of any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") of Buyer and/or Buyer's customer, which may be in the possession, or control of Seller in connection with the Purchase Order, Seller shall use such property only in performance of and as specifically authorized by the Purchase Order. Seller should take appropriate measures including clearly marking, maintaining an inventory and segregating Buyer's property to protect Buyer's rights and interests in any property provided by Buyer to Seller. Such property shall be returned to Buyer in the condition in which it was received by Seller, except for ordinary wear and tear and except to the extent that such property has been incorporated into goods delivered hereunder or has been consumed in the production of such goods. Risk of loss with respect to all such property shall be the responsibility of Seller. Seller shall indemnify, defend and hold harmless Buyer from any loss or damage to such property, which is caused

by, or results from any act or omission on the part of Seller or its agents, employees or subcontractors. If Seller acquires or manufactures any property in connection with the Purchase Order and charges Buyer therefore, Buyer may at its option upon completion or termination of the Purchase Order, elect to take title to such property and, upon receiving notice of such election; Seller shall deliver such property to Buyer.

26. SAFETY

If and when applicable, Seller understands and accepts the potential risks that are presented to human beings, property and the environment with respect to the performance of the Purchase Order. In performing the Purchase Order, Seller shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. Seller shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing the Purchase Order, all materials and equipment utilized therein, and all other property at the site of where the Purchase Order is performed. Seller shall prepare and provide a safety plan pertaining to any potentially hazardous materials to be supplied in connection with the performance of the Purchase Order and governing its handling of all potential hazardous materials upon request and to the satisfaction of Buyer and the Customer, and shall conduct its operations, and inform its personnel and any other attendant personnel, in accordance with said safety plan and all relevant safety laws. Any lost-time injuries or accidents involving significant property damage will be reported to Buyer immediately.

27. PERFORMANCE/PAYMENT BONDS

The proper and timely submission of any performance or payment bonds required pursuant to the Purchase Order is a material condition for award of the Purchase Order. Seller is not authorized to proceed

with performance of the Purchase Order unless all required bonds have been obtained and are acceptable to Buyer. The surety securing any performance or payment bonds must be listed in the most recently issued publication of Department of the Treasury Circular 570, licensed to provide bonds in the state in which any Work is to be done, the underwriting limitation specified for the Surety in the circular must be greater than the full amount of the contract awarded. Unless otherwise specified in Buyers request for bid or proposal, Seller shall include the full cost of the performance and payment bonds in the Purchase Order price and include an adjustment of the bond cost in any proposal subsequently submitted for a change in the Purchase Order price. If the surety for any bond furnished by Seller files bankruptcy papers or is declared bankrupt, or its' right to do business is terminated, or it otherwise becomes unsatisfactory to Buyer, Seller shall within seven calendar days furnished at no additional cost a replacement bond with a surety acceptable to Buyer.

28. WAIVER, RELEASE, AND REMOVAL OF LIENS

Where applicable, and to the extent permitted by law, prior to commencement of the Work, Seller agrees to execute and tender to both Buyer and the Customer a waiver of liens form (each, a "Lien Waiver"), waiving on behalf of itself and all of its suppliers, materialmen and subcontractors, all mechanics' liens, materialsmens' liens, construction liens and other types of liens against Buyer, the Customer and any of the property thereof. In such event, Seller acknowledges and agrees that the project described in the Purchase Order will be a "nolien" project under applicable law, and that Buyer or the Customer will be filing the aforementioned waiver of liens in the appropriate recording offices, if required. To the extent that applicable law does not permit a lien waiver to the effective prior to commencement of the Work, Buyer and the Customer may require that each invoice for payment submitted by Seller be

accompanied by a Lien Waiver properly completed by the appropriate parties to cover the amount and date of payment of Seller (or its materialmen, suppliers or subcontractors, as applicable) as reflected in the applicable invoice. Without limiting the generality of the foregoing, as a condition precedent to the final payment of the contract price (which may include retainage) pursuant to the Purchase Order, Seller shall provide to Buyer and Customer a full and unconditional waiver and release of liens properly executed by Seller and all parties engaged by Seller to furnish labor or materials in connection with the performance of the Work. Without limiting the foregoing, Seller shall keep all Work performed and the property at which such Work, was performed free and clear of all liens arising out of the performance of Work. Within ten (10) days after written demand by Buyer to remove any lien or notice of suit or other proceeding from any property, and such lien arises from or is connected with the Work of any other acts or omissions of Seller, including without limitation, Seller's failure to promptly pay its subcontractors, materialmen, and suppliers, Seller shall cause any such lien or notice to be removed as a matter of record against the title of the property. If Seller fails to cause any such lien or notice to be expunged within such time period, Buyer shall be entitled to use whatever means in its discretion it may deem appropriate to cause such lien, suit, or notice connection with such removal or dismissal, together with all reasonable attorney's fees shall be immediately due and payable to Company by Subcontractor and may be set off against any payments due to Subcontractor.

29. PRIORITY RATING

If so identified, the Purchase Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. art 700).

30. SELLER CONTACTS WITH BUYER'S CUSTOMER

Buyer shall be responsible for all liaison and communications with Buyer's Customer, including the Government. Seller shall not communicate with Buyer's Customer regarding the Purchase Order unless Buyer provides Seller with prior written authorization to do so.

31. ADVERTISING

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the Supplies or Services purchased under the Purchase Order or disclose any of the details connected with the Purchase Order to any third party, except as may be required to perform the Purchase Order.

32. USE AND DISCLOSURE RESTRICTIONS OF BUYER-FURNISHED ITEMS/INFORMATION

- a) Seller agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Buyer hereunder (hereinafter, collectively referred to as "Items/Information", and use such Items/Information only in the performance of the Purchase Order or, if authorized, other orders from Buyer and not otherwise, without Buyer's prior written consent. Notwithstanding any other provision herein, Buyer and Seller shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property.
- b) All such Items furnished, loaned and bailed by Buyer hereunder, or fabricated, manufactured, purchased, or otherwise acquired by

Seller for the performance of the Purchase Order and specifically charged to Buyer, are the property of Buyer.

- c) Upon completion, expiration or termination of the Purchase Order, Seller shall return all such Items in good condition, reasonable wear only excepted, together with all spoiled and surplus Items to Buyer, or make such other disposition thereof as may be directed or approved by Buyer. Seller agrees to replace, at its expense, all such items not so returned. Seller shall make no charge for any storage, maintenance or retention of such Items. Seller shall bear all risk of loss for all such Items in Seller's possession.
- d) Seller also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by the Buyer or any third party. If Buyer furnishes any material for fabrication hereunder, Seller agrees: (i) not to substitute any other material for such fabrication without Buyer's prior written consent, and (ii) that title to such material shall not be affected by incorporation in or attachment to any other property.

33. EXPORT CONTROL

The subject technology of the Purchase Order (together including data, services, and hardware provided there under) may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any

destination under U.S. sanction or embargo are forbidden. Access to certain technology ("Controlled Technology") by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person's country of origin.

- a) Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794,
- b) 22 U.S.C. 2778(j) (4) (A), including the International Traffic in Arms Regulation ("ITAR"), 22 C.F.R. part 120 et seq.; and the Export Administration Act, 50 U.S.C. 2401-2420, including the Export Administration Regulations, 15 C.F.R. part 730-774,
- c) 15 CFR 772.1 including, the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export-controlled item, data or service, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier subcontractors or suppliers, without the authority of an export license, agreement, or applicable exemption or exception.
- d) Seller agrees to notify Buyer if any deliverable under the Purchase Order is restricted by export control laws or regulations.
- e) Seller shall immediately notify Buyer if Seller is, or becomes, limited in any Denied Persons List issued by the United States Bureau of Security and Industry (or any successor agency) from time to time or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Government entity or agency.

- f) If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller
- g) represents and warrants that: (i) it is registered with the Office of Defense Trade Controls, as required by the ITAR, and (ii) it maintains an effective export/import compliance program in accordance with the ITAR.
- h) Where Seller is a signatory under a Buyer export license or export agreement, Seller shall provide prompt notification to Buyer in the event of changed circumstances, including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation of existence of a Government investigation, that could affect Seller's performance under the Purchase Order.
- i) Access to certain technology ("Controlled Technology") by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person's country of origin. Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3). Any non-citizens who do not meet one of these criteria are "Foreign Persons" within the meaning of the clause but have been authorized under export licenses to perform their work hereunder.

34. **PATENTS AND DATA**

If any experimental, developmental or research work is performed under the Purchase Order, Seller agrees to and

hereby does grant to Buyer an irrevocable, nonexclusive, fully transferable, royalty-free license to make, have made, use or sell any invention, improvement or discovery (whether or not patent-able) that Seller conceives or first actually reduces to practice in the performance of the Purchase Order. Seller agrees to and hereby does grant to Buyer an irrevocable, nonexclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and disclose, and to authorize others to do so, for any purpose, (i) any copyrighted or copyrightable material delivered or incorporated into any deliverable under the Purchase Order; and (ii) all or any part of any deliverable under the Purchase Order, including without limitation, any reports, drawings, blueprints, data, software and technical information.

35. **ANTI-KICKBACK ACT OF 1986**

By accepting any Purchase Order, Seller certifies that it has not offered, provided, or solicited and will not offer, provide, or solicit any kickback in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC §§ 51 – 58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply unless this Order exceeds \$100,000. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract. Seller agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Seller's failure to comply with the provisions of the Anti-Kickback Act or FAR 52.203-7.

36. **NON-WAIVER OF RIGHTS**

The failure of Buyer to insist upon strict performance of any term, condition, or specification of any Purchase Order, any of these Terms and Conditions of Purchase or

to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified herein shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law and equity. The invalidity in whole or in part of any of the Terms and Conditions of Purchase shall not affect the validity of other parts thereof.

37. **LIMITATION OF LIABILITY**

Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the Purchase Order for which such liability relates to or arises out of. UNDER NO CIRCUMSTANCES SHALL BUYER BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, A BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY AND REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

38. **INDEMNIFICATION**

(a) Seller shall indemnify, defend, and hold BC and BC's customers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorney's fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made under the Purchase Order, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party. (b)

Buyer shall promptly notify Seller of any claim against Buyer that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to represent Buyer in, or to take charge of, any litigation in connection therewith.

39. **INFRINGEMENT INDEMNITIES**

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the Supplies or Services, or any part thereof, furnished under any Purchase Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such Supplies or Services or Services or use thereof are enjoined in whole or in part, Seller shall at its expense and/or adoption undertake one of the following: (i) obtain for Buyer the right to continue the use of such Supplies or Services; (ii) in a manner acceptable to Buyer, substitute equivalent Supplies or Services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (iii) refund to Buyer an amount equal to the purchase price for such Supplies or Services plus any excess costs or expenses incurred in obtaining substitute Supplies or Services from another source.

40. **DISPUTES**

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to any Purchase Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in

accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Morris, State of New Jersey. The arbitrator(s) shall be bound to follow the provisions of the Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

41. STANDARDS OF BUSINESS ETHICS AND CONDUCT

BC believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. BC is owned and controlled by its employee owners. These characteristics make it imperative that BC employees adhere to a particularly high ethical standard. Employee ownership both demands and fosters highly ethical conduct because BC can be successful only when employees look after long-term interests of the company and resist pressures to compromise BC standards. Buyer's expectation is that Seller also will conduct its business fairly, impartially and in an ethical and proper manner. If Seller has cause to believe that Buyer or any employee or agent of Buyer has acted improperly or unethically under this agreement/order, Seller shall report such behavior to the BC Ethics Hotline 973-252-4100. Copies of The Brighton Cromwell (BC) code of Ethics and contracts for such reports are available on www.sednasearch.com under Corporate Governance.

42. ORDER OF PRECEDENCE

In the event of an inconsistency or conflict between provisions of a Purchase Order, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- a) The Purchase Order and any purchase descriptions contained therein.
- b) These Terms and Conditions of Purchase
- c) Specifications and/or drawings.
- d) Other provisions when attached.

43. ENTIRE AGREEMENT

The Purchase Order, including all documents incorporated therein in full text or by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.

(SEE FOLLOWING PAGES FOR FAR/DFAR FLOWDOWN CLAUSES)

PRIME CONTRACT FLOWDOWN CAUSES FOR PURCHASE ORDERS AND SUBCONTRACTS ISSUED UNDER FEDERAL CONTRACTS

If the Purchase Order or Subcontract is placed under a Government Prime Contract or a federally-funded subcontract, the following clauses set forth in the Federal Acquisition Regulation (FAR), the Department of Defense Federal Acquisition Regulation Supplement (DFARS), and the Defense Logistics Acquisition Directive (DLAD) in effect on the date of the Prime Contract or Subcontract, where applicable, are incorporated herein by reference with the same force and effect as if given in full text. The exception is all CAS-related clauses which are effective the date of the Purchase Order or Subcontract. Where necessary to make the context of these clauses applicable to the Purchase Order or Subcontract, unless otherwise indicated, the term "Contractor" shall mean "Seller" or "Subcontractor," the term "contract" shall mean "Purchase Order" or "Subcontract," and the terms "Government," "Contracting Officer," and equivalent phrases shall mean "Buyer" and Buyer's authorized contracting personnel. Seller hereby agrees to flow down the following FAR/DFARS/DLAD clauses, where applicable, to its lower-tier subcontractors. Seller further agrees that when requested by Buyer Seller will update its understanding and agreement with the applicable FAR/DFAR/DLAD clauses or other federally imposed clauses or requirements then applicable to Seller's existing Purchase Order or Subcontract.

IT IS THE SOLE RESPONSIBILITY OF SELLER TO COMPLY WITH THE FAR/DFARS/DLAD CLAUSES APPLICABLE TO SELLER, THE SUBJECT MATTER OF THE PURCHASE ORDER OR

SUBCONTRACT, AND THE PRIME CONTRACT. THE FAR/DFAR/DLAD CLAUSES SET FORTH HEREIN ARE INCLUDED FOR EASE OF REFERENCE FOR SUBCONTRACTOR ONLY AND ARE NOT INTENDED TO SET FORTH THE COMPLETE AND ACCURATE TEXT OF THE FAR/DFARS/DLAD CLAUSES APPLICABLE TO SUBCONTRACTOR, 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>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/curent/index.html>

<http://www.dla.mil/Acquisition>

<http://farsite.hill.af.mil/vfdlada.htm>

I. PURCHASE ORDERS FOR COMMERCIAL ITEMS

"Commercial Items" is defined by FAR 2.101, which includes certain services.

A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

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|-----------|--|
| 52.219-8 | Utilization of Small Business Concerns (OCT 2014) |
| 52.222-35 | Equal Opportunity for Veterans (OCT 2015) |
| 52.222-36 | Equal Opportunity for Workers with Disabilities (JUL 2014) |
| 52.222-41 | Service Contract Labor Standards (MAY 2014) |

52.222-50	Combat Trafficking in Persons (MAR 2015)	252.204-7004 Alternate A, System for Award Management (FEB 2014)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
52.232-1	Payments (APR 1984)	252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (SEP 2015)
52.232-8	Discounts for Prompt Payment (FEB 2002)	252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	252.213-7000 Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System – Statistical Reporting in Past Performance Evaluations (JUN 2015)
52.232-40	Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)	252.225-7048 Export Controlled Items (JUN 2013)
52.233-1	Disputes (MAY 2014)	252.243-7001 Pricing of Contract Modifications (DEC 1991)
52.233-3	Protest After Award (AUG 1996)	252.247-7023 Transportation of Supplies by Sea (APR 2014)
52.244-6	Subcontracts for Commercial Items (OCT 2015)	252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)	
52.253-1	Computer Generated Forms (JAN 1991)	

B. Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) Clauses:

252.203-7000	Requirements Relating to Compensation of Former DoD Officials (DEC 2008)
252.203-7005	Representation Relating to Compensation of Former DOD Officials (NOV 2011)
252.204-7003	Control of Government Personnel Work Product (APR 1992)

II. PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS AND SERVICES

A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses:

APPLICABLE TO ALL PURCHASE ORDERS AND SUBCONTRACTS

46.105	Contractor Responsibilities
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)

52.204-2	Security Requirements (AUG 1996)		Messaging While Driving (AUG 2011)
52.204-7	System for Award Management (JUL 2013)	52.224.-2	Privacy Act (APR 1984)
52.204-8	Annual Representations and Certifications	52.225-1	Buy American Act – Supplies (MAY 2014)
52.211-5	Material Requirements (AUG 2000)	52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.211-12	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (APR 2014)	52.227-1	Authorization and Consent (DEC 2007)*
		52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)*
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (APR 2008)	52.227-6	Royalty Information (APR 1984)
		52.227-9	Refund of Royalties (APR 1984)
52.211-15	Defense Priority and Allocation Requirements (APR 2008)	52.227-14	Rights in Data – General (MAY 2014)*
		52.230-2	Cost Accounting Standards (OCT 2015)
52.211-17	Delivery of Excess Quantities (SEP 1989)	52.232-1	Payments (APR 1984)
52.211-50	Combatting Trafficking in Persons (MAR 2015)	52.232-8	Discounts for Prompt Payment (FEB 2002)
52.215-6	Audit and Records – Negotiation	52.232-11	Extras (APR 1984)
52.222-50	Combat Trafficking in Persons (MAR 2015)	52.232-22	Limitation of Funds (APR 1984)
52.223-7	Notice of Radioactive Materials (JAN 1997)	52.232-25	Prompt Payment (JUL 2013)
52.223.11	Ozone Depleting Substances (MAY 2001)	52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	52.232-40	Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)
52.223-18	Encouraging Contractor Policies to Ban Text	52.233-1	Disputes (MAY 2014)

52.233-3	Protest After Award (AUG 1996)	52.222-7	Withholding of Funds (MAY 2014)
52-234-1	Industrial Resources Developed Under Defense Product Act Title III (DEC 1994)	52.222-8	Payrolls and Basic Records (MAY 2014)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	52.222-9	Apprentices and Trainees (JUL 2005)
52.243-1	Changes—Fixed—Price (AUG 1987)	52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.244-6	Subcontractors for Commercial Items (OCT 2015)	52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.246-2	Inspection of Supplies-Fixed Price (AUG 1996)	52.222-12	Contract Termination-Debarment (MAY 2014)
52.246-15	Certificate of Conformance (APR 1984)	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)	52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)	52.222-15	Certification of Eligibility (MAY 2014)
52.252-2	Clauses Incorporated by Reference (FEB 1998)	52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
52.253-1	Computer Generated Forms (JAN 1991)	52.222-25	Affirmative Action Compliance (APR 1984)

*Within these clauses “Government” and “Contracting Officer” ARE NOT interpreted to mean “Buyer”

APPLICABLE TO PURCHASE ORDERS AND SUBCONTRACTS OVER \$2,000 FOR CONSTRUCTION WITHIN THE UNITED STATES

52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (MAY 2014)
52.222-6	Construction Wage Rate Requirements (MAY 2014)

*Applicable if the procurement exceeds \$10,000

APPLICABLE TO SERVICE PURCHASE ORDERS AND SUBCONTRACTS OVER \$2,500

52.222-41	Service Contract Labor Standards (MAY 2014)
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**APPLICABLE TO PURCHASE ORDERS
AND SUBCONTRACTS OVER \$10,000**

- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-26 Equal Opportunity (APR 2015)*
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-37 Employment Reports on Veterans (OCT 2015)

*Applicable if the aggregate value of Seller awards is in excess of \$10,000 during any 12-month period

**APPLICABLE TO PURCHASE ORDER
AND AWARDS OVER \$15,000**

- 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014)*

*Not applicable for procurements for Services or Construction

**APPLICABLE TO PURCHASE ORDERS
AND SUBCONTRACTS OVER \$30,000**

- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)*

*Applicable for awards in excess of \$35,000

**APPLICABLE TO PURCHASE ORDERS
AND SUBCONTRACTS OVER \$150,000
(SIMPLIFIED ACQUISITION THRESHOLD)**

- 52.203-5 Covenant Against Contingent Fees (MAY 2014)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
- 52.203-7 Anti-Kickback Procedures (MAY 2014)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
- 52.203-11 Certification and Disclosure Regarding Certain Payments to Influence Federal Transactions (SEP 2007)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- 52.215-2 Audit and Records – Negotiation (OCT 2010)
- 52.215-14 Integrity of Unit Prices (OCT 2010)
- 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- 52.222-4 Contract Work Hours and Safety Standards – Overtime Compensation (MAY 2014)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)
- 52.225-8 Duty Free Entry (OCT 2010)

- 52.228-5 Insurance – Work on a Government Installation (JAN 1997)
- 52.229-3 Federal, State, and Local Taxes (FEB 2013)
- 52.236-13 Accident Prevention (NOV 1991)
- 52.247-63 Preference for US Flag Air Carriers (JUN 2003)
- 52.247-64 Preference for Privately Owned US Flag Commercial Vessels (FEB 2006)
- 52.248-1 Value Engineering (OCT 2010)
- 52.248-3 Value Engineering – Construction (OCT 2015)

APPLICATION TO PURCHASE ORDERS AND SUBCONTRACTS OVER \$700,000

- 52.219-9 Small Business Subcontracting Plan (OCT 2015)^{***}
- 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)^{**}
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2015)^{***}
- 52.230-6 Administration of Cost Accounting Standards (JUN 2015)^{**}

*Applicable to contracts over \$1,500,000 for construction of any public facility

**Not applicable to small business concerns

***Applicable to contracts over \$750,000 but less than \$50 million

APPLICABLE TO PURCHASE ORDERS AND SUBCONTRACTS OVER \$750,000

- 52.214-26 Audit and Records – Sealed Bidding (OCT 2010)*
- 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (AUG 2011)*
- 52.214-28 Subcontractor Certified Cost or Pricing Data-Modifications – Sealed Bidding (OCT 2010)*
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)*
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)*
- 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)*
- 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)*
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)*
- 52.215-18 Reversions or Adjustments of Plans for Post-Retirement Benefits (PRB) Other than Pensions (JUL 2005)*
- 52.215-19 Notification of Ownership Changes (OCT 1997)*

*Only applicable if the submission of certified cost and pricing data is required

APPLICABLE TO PURCHASE ORDERS AND SUBCONTRACTS OVER \$5,500,000

- 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)
- 52.203-14 Display of Hotline Poster (OCT 2015)

**B. Defense Federal Acquisition
Regulation Supplement (48
CFR Chapter 2) Clauses:**

**APPLICABLE TO PURCHASE ORDERS
AND SUBCONTRACTS**

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (DEC 2008)
- 252.203-7005 Representation Relating to Compensation of Former DOD Officials (NOV 2011)
- 252-204-7000 Disclosure of Information (Aug 2013)
- 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- 252.204-7004 Alternate A, System for Award Management (FEB 2014)
- 252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)
- 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (SEP 2015)
- 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)
- 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991)
- 252.211-7000 Acquisition Streamlining (OCT 2010)*
- 252.213-7000 Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System – Statistical Reporting in Past Performance Evaluations (JUN 2015)
- 252.222-7000 Restrictions on Employment of Personnel (MAR 2000)
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)
- 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (SEP 1999)
- 252.225.7001 Buy American Act and Balance of Payments Program (NOV 2014)
- 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
- 252.225-7016 Restriction of Acquisition of Ball and Roller Bearings (JUN 2011)
- 252.225-7019 Restriction on Acquisition of Foreign Anchor and Mooring Chain (DEC 2009)
- 252.225-7025 Restriction on Acquisition of Forgings (DEC 2009)
- 252.225-7030 Restriction on Acquisition of Carbon, Alloy and Armor Steel Plate (DEC 2006)
- 252.225-7036 Buy American Act – Trade Agreements – Balance of Payments Program (NOV 2014)
- 252.225-7038 Restriction of Acquisition of Air Circuit Breakers (JUN 2005)
- 252.225-7048 Export Controlled Items (JUN 2013)
- 252.227-7013 Rights in Technical Data— Noncommercial Items (FEB 2014)*

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)*

252.227-7016 Rights in Bid or Proposal Information* (Jan 2011)

252.227-7019 Validation of Asserted Restrictions – Computer Software (SEP 2011)*

252.227-7030 Technical Data – Withholding of Payment (MAR 2000)

252.227-7033 Rights in Shop Drawings (APR 1966)*

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)*

252.243-7001 Pricing of Contract Modifications (DEC 1991)

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JUN 2013)

252.246-7001 Warranty of Data (MAR 2014)

*Within these clauses “Government” and “Contracting Officer” ARE NOT interpreted to mean “Buyer”

APPLICABLE TO PURCHASE ORDERS AND SUBCONTRACTS OVER \$150,000 (SIMPLIFIED ACQUISITION THRESHOLD)

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

252.225-7012 Preference for Certain Domestic Commodities

252.225-7044 Balance of Payments Program—Construction Material (NOV 2014)*

*Applicable to contracts for construction performed outside the U.S. above the simplified acquisition threshold but less than \$7,864,000

*Applicable for all procurements for systems acquisition programs

*Applicable to procurements for systems acquisition programs

C. Defense Logistics Acquisition Directive Clauses:

APPLICABLE TO PURCHASE ORDERS

52.247-9012 Requirements for Treatment of Wood Packaging Material (FEB 2007)

ADDITIONAL CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov>

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

<http://farsite.hill.af.mil/vfdlada.htm>

FAR:

- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)*
- 52.209-1 Qualification Requirements (FEB 1995)**
- 52.209-3 First Article Approval- Contractor Testing***
- 52.209-4 First Article Approval – Government Testing****
- 52.211-16 Variation in Quantity (APR 1984)*****
- 52.213-1 Fast Payment Procedure (MAY 2006)^
- 52.219-3 Notice of Total HubZone Set-Aside (NOV 2011)^
- 52.219-6 Notice of Total Small Business Set Aside (NOV 2011)^

- 52.219-6, ALT I Notice of Small Business Set-Aside, ALT I (NOV 2011)^^
- 52.219-28 Post-Award Small Business Program Representation (JUL 2013)^^^
- 52.222-3 Convict Labor (JUN 2003)+
- 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)++
- 52.232-23 Assignment of Claims (MAY 2014)+++
- 52.233-4 Applicable Law for Breach of Contract (OCT 2004)
- 52.242-17 Government Delay of Work (APR 1984)++++
- 52.246-1 Contractor Inspection Requirements+++++
- 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)#
- 52.247-1 Commercial Bill of Lading Notations (FEB 2006)##
- 52.247-29 F.O.B. Origin (FEB 2006)##
- 52.247-34 F.O.B. Destination (NOV 1991)###
- 52.247-48 F.O.B. Destination – Evidence of Shipment (FEB 1999)####
- 52.247-52 Clearance and Documentation Requirements – Shipments to DOD Air or Water Terminal Transshipment Points (FEB 2006)#####
- 52.247-65 F.O.B. Origin, Prepaid Freight – Small Package Shipments (JAN 1991)%

- 52.247-68 Report of Shipment (FEB 2006)%%
- 52.249-1 Termination for Convenience of the Government – Fixed Price – Short Term (APR 1984)
- 52.252-6 Authorized Deviations in Clauses (APR 1984)

^^^Applicable for contracts >\$3,000 and is set-aside for small business unless the product acquired is subject to 52.219-6 ALT I.

^^^ Applicable for contracts >\$3,000, is set-aside for small business, and the item is one for which the SBA has determined that the waiver of the non-manufacturer rule applies.

^^^Applies to contracts >\$3,000 and K will be performed in the U.S. or its outlying areas.

+Applies to contracts >\$3,000 unless K will be performed outside U.S., possessions, or territories.

++Mandatory when the contract will require deliver of hazardous materials as defined in FAR Subpart 23.301.

+++Applies when the procurement is greater than the micro-purchase threshold, unless the contract will prohibit assignment of claims. Not required for purchase orders.

++++ Applies for other than commercial or modified-commercial items, and optional for commercial or modified-commercial when government furnished mylars are indicated in the PID.

+++++Applies when the contract will be at or below the simplified acquisition threshold and the contracting officer inserts the clause in the solicitation.

#Applies when the government includes the clause and the higher-level quality standard in the solicitation in the prime contract.

##Applies to all F.O.B. origin awards.

###Applies when the delivery term is F.O.B. destination.

####Applies when F.O.B. Destination applies and Inspection and Acceptance is at origin.

*Applicable to procurements that are funded in whole or in part with Recovery Act funds.

**Applicable when QML, QPL, QBL is cited in the item description of the solicitation/order.

***Applicable when a fixed-price contract is contemplated and it is intended that the contract require first article approval and that the contractor be required to conduct the first article testing.

**** Applicable when a fixed-price contract is contemplated and it is intended that the contract require first article approval and that the Government be required to conduct the first article testing.

*****Applicable for DLA Land and Maritime acquisitions: A variation in quantity will not be accepted unless the unit of issue is in feet and when only within +/- 10% when authorized in the individual order.

^ Applicable to acquisitions of Simplified Acquisition Threshold or less which are direct vendor deliveries (DVD) (non-stock), including Foreign Military Sales (FMS) requirements unless origin inspection/acceptance is cited on solicitation/award, or unless solicitation/award specifically prohibits fast pay.

^Conditional on set aside for HubZone contractors.

#####Applies when shipment is to be consigned to either an air or water terminal transshipment point, or container consolidation points (CCPs).

%Applies to all F.O.B. Origin awards except Foreign Military Sales (FMS) requirements.

%%Applies to shipment when advance notice of shipment is required for safety or security reasons, or where carload or truckload shipments will be made to DoD installations or, as required, to civilian agency facilities.

DFARS:

- | | |
|--|--|
| 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013) | 252.211-7006 Radio Frequency Identification (SEP 2011) |
| 252.204-7008 Export-Controlled Items (APR 2010) | 252.223-7001 Hazard Warning Labels (DEC 1991) |
| 252.209-7010 Critical Safety Items (AUG 2011)* | 252.225-7008 Export Controlled Items (APR 2010) |
| 252.209-7992 Representation by Corporations Regarding Unpaid Delinquent Tax Liability or Felony Conviction Under any Federal Law – Fiscal Year 2015 Appropriations (DEC 2014) | 252.225-7002 Qualifying Country Sources as Subcontractors (JUN 2012) |
| 252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law – Fiscal Year 2014 Appropriations (OCT 2013) | 252.225-7028 Exclusionary Policies and Practices of Foreign Governments*** |
| 252.211-7003 Item Identification and Valuation** | 252.225-7036, ALT I Buy American-Free Trade Agreements-Balance of Payments Program, ALT I (NOV 2014)**** |
| | 252.225-7036, ALT IV Buy-American-Free Trade Agreements-Balance of Payments Program, ALT IV***** |
| | 252.225-7041 Correspondence in English (JUN 1997) |
| | 252.225-7993 Prohibition on Contracting with the Enemy (Deviation 2014-O0020) (SEP 2014) |
| | 252.227-7021 Rights in Data – Existing Works (MAR 1979)^ |
| | 252.232-7010 Levies on Contract Payments (DEC 2006)^^ |
| | 252.246-7000 Material Inspection and Receiving Report (MAR 2008)^^^ |
| | 252.246-7003 Notification of Potential Safety Issues (JAN 2007) |

*Applies when the item being acquired is identified as a Critical Safety Item.

** Applies when the unit acquisition cost is \$5,000 or more OR when the item description contains the statement "IUID MARKING IS REQUIRED."

***Applies to solicitations/orders for Foreign Military Sales (FMS).

****Applies when contract is equal to or greater than \$25,000 but < \$79,507, except if the acquisition is of end products in support of operations in Afghanistan.

*****Applies when contract is equal to or greater than \$79,507 but < \$100,000 except if the acquisition is of end products in support of operations in Afghanistan.

^Applies when acquisition is for existing literary, musical or dramatic works; motion pictures and other audio-visual works; sound recordings; and works of a similar nature.

^^Applies with contract is greater than the micro-purchase threshold.

^^^Applies on all orders other than those on a Fast Pay basis (FAR 52.213-1).

DLAD:

52.208-9001 Acquisition of Federal Prison Industries Items (NOV 2011)*

52.209-9013 Component Qualified List (QPL) / Qualified Manufacturers List (QML) Items (NOV 2011)**

52.211-9000 Government Surplus Material (AUG 2014)***

52.211-9003 Conditions for Evaluation of Offers of Government Surplus Material (AUG 2014)****

52.211-9009 Non-acceptability of Government Surplus Material (NOV 2011)

52.211-9014 Contractor Retention of Traceability Documentation (AUG 2012)

52.211-9019 Reduced Delivery Schedule Applies When First Article Test Requirements are Waived*****

52.211-9022 Superseded Part-Numbered Items (NOV 2011)

52.211-9023 Substitution of Item After Award (NOV 2011)

52.211-9052 Notification to the Government of Contemplated Production Phase-Out (NOV 2011)^

52.213-9001 Evaluation Factor for Source Inspection (NOV 2011)^^

52.215-9003 Use of Past Performance Information System Retrieval System – Statistical Reporting (PPIRS) Information in Past Performance Evaluation (APR 2014)

52.219-9009 All or None for Automated Procurements (AUG 2005)

52.215-9023 Reverse Auction (OCT 2013)^^^

52.217-9002	Conditions for Evaluation and Acceptance of Offers for Part Numbered Items (OCT 2014)	52.233-9000	Agency Protests (NOV 2011)
52.217-9003	Manufacturing or Production of Information (NOV 2011)	52.246-9000	Certificate of Quality Compliance (DEC 1994)%%
52.217-9018	Supply Assurance Through Multi-Source Contracting (NOV 2011)^^^	52.246-9004	Product Verification Testing (MAR 2014)%%%
52.217-9023	Restriction of Alternate Offers for Source Controlled Items ^^^^	52.246-9008	Inspection and Acceptance at Origin (NOV 2011)%%%
52.219-9008	Combined HUBZONE / Small Business Set-Aside Instructions – Type 1 (NOV 2011)+	52.246-9039	Inspection of Supplies Fixed Price (NOV 2015)
52.219-9009	Combined HUBZONE / Small Business Set-Aside Instructions – Type 2 (FEB 2006)++	52.246-9042	Documentation of Traceability – Qualified Products List / Qualified Manufacturers List (QPL/QML) Integrated Circuits, Hybrid Microcircuits, and Semiconductor Device – DLA Maritime (NOV 2011)%%%
52.219-9013	Combined Set-Aside Instructions – Type 1 (NOV 2011)+++	52.246-9043	Higher-Level Contract Quality Requirement (Non-Manufacturers) (NOV 2011)#
52.219-9014	Combined Set-Aside Instructions – Type 2 (NOV 2011)++++	52.246-9061	Warranty of Industrial Plant Equipment (IPE) FSG 34 (SEP 2008)##
52.219-9015	Combined Service-Disabled Veteran-Owned Small Business / Small Business Set-Aside Instructions – Type 1 (NOV 2011)+++++	52.247-9011	Vendor Shipment Module (NOV 2011)###
52.219-9016	Combined Service-Disabled Veteran-Owned Small Business / Small Business Set-Aside Instruction – Type 2 (NOV 2011)%	52.247-9037	Trans-Shipment of Material Through DLA Containerization and Consolidation Points (CCP) (NOV 2011)####
52.232-9006	Transporter Proof of Delivery (APR 2013)	52.247-9058	First Destination Transportation (FDT) Program – Shipments Originating Outside the Contiguous United States (JUL 2013)#####

52.247-9059 F.O.B. Origin, Government Arranged Transportation (OCT 2013)&

* Applies when the solicitation/order is for any of the FSCs found at

<http://www.unicor.gov/schedule/fsclist.htm>.

** Applies to solicitations and awards that contain component QPLs/QMLs.

***Applies if contractor quote is based on supplying surplus materials, must submit Surplus Certificate and any supporting documentation off-line to buyer.

****Applies to offers of surplus material and in conjunction with FAR 52.211-5.

***** Applies when either FAR 52.209-3 or 52.209-4 is applicable.

^Applies to solicitations/awards for items designated in the item description as having critical application.

^^Applies when solicitation specifies inspection/acceptance at destination.

^^^Applies to acquisitions that are manually evaluated.

^^^^Applies when either FAR 52.209-3 or 52.209-4 is applicable.

^^^^^ Applies to solicitations which are restricted to material manufactured by the sources listed on the applicable source controlled drawing.

+Applies when contract is greater than the micro-purchase threshold but less than or equal to the Simplified Acquisition Threshold, either the non-manufacturer rule applies or an exception to the rule is employed, and a set-

aside for a HUBZone small business concern or a small business concern is anticipated.

++Applies when the contract is greater than the micro-purchase but less than or equal to the Simplified Acquisition Threshold, the non-manufacturer rule is waived and no exception to the rule applies; and a set-aside to a HUBZone small business concern or a small business concern is anticipated.

+++Applies when the contract is greater than the micro-purchase threshold but less than or equal to the Simplified Acquisition Threshold, either the non-manufacturer rule applies or an exception to the rule is to be employed, and a set-aside to a service-disabled veteran-owned small business concern, HUBZone small business concern or a small business concern is anticipated.

++++Applies when the contract is greater than the micro-purchase but less than or equal to the Simplified Acquisition Threshold, the non-manufacturer rule is waived and no exception to the rule applies; and a set-aside to a service-disabled veteran-owned small business concern, a HUBZone small business concern or a small business concern is anticipated.

+++++Applies when the contract is greater than the micro-purchase but less than or equal to the Simplified Acquisition Threshold, either the non-manufacturer rule applies or an exception to the rule is to be employed; and a set-aside to a service-disabled veteran-owned small business concern or a small business concern is anticipated.

%Applies when the contract is greater than the micro-purchase but less than or equal to Simplified Acquisition Threshold, either the non-manufacturer rule is waived and no

exception to the rule applies; and a set-aside to a service-disabled veteran-owned small business concern or a small business concern is anticipated.

%%Applies when cited in the individual solicitation/order and inspection is at source.

%%Applies to the individual solicitation/order when inspection is at source.

%%Applies when inspection/acceptance is at origin.

%%Applies to all solicitations and awards for QPL or QML integrated circuits or hybrid microcircuits procured in accordance with MIL-M-38510, MIL-PRF-38534 or MIL-PRF-38535, and semiconductor devices procured in accordance with MIL-PRF-19500.

Applies to solicitations and awards when the clause at FAR 52.246-11, Higher Level Contract Quality Requirement, applies.

Applies to solicitations and awards for FSG 34, Industrial Plant Equipment.

Applies on an optional basis to allow vendors electronic access to shipping addresses, two dimensional barcoded shipping labels, Bills of Lading, packing Lists and other shipping documentation.

Applies to orders for supplies to be shipped via surface freight, Consolidation and Containerization Point appears in the shipping Address, or any time requisition/TCN begins with "A," "C," or "W" for Army, "N," "Q," or "R" for Navy, "E" or "F" for Air Force and the customer is outside the continental U.S. (OCONUS or outside the 48 contiguous states).

Applies to FDT program items solicited FOB origin, and shipment origin is located OCONUS.

& Applies in solicitations and awards that contain First Destination Transportation requirements.

Other:

52.248-9C01 Engineering Change Proposals – Deviation or Waiver Requests (OCT 2000)