

1. **GENERAL/ACCEPTANCE.** The purchase order (which term shall be deemed to include plans, specifications, regulations and other documents to the extent that any of the same are incorporated by reference) becomes the exclusive agreement between the parties for the supplies/services subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this purchase order: (a) acknowledgement of this purchase order: (b) furnishing of any part of the supplies/services under this purchase order: (c) acceptance of any payment for the supplies/services of (d) commencement of performance under this purchase order. Any additional of different terms proposed by the Seller are objected to and are hereby rejected unless the same shall be accepted in writing by the Buyer. Failure of any party to enforce its rights under this purchase order shall not constitute a waiver of such rights/or of any other rights under this purchase order or otherwise.
2. **SHIPMENTS AND ADVANCE COMMITMENTS:** Each containers, and accompanying packing lists, must show this Purchase Order number. No charge shall be made for packaging, delivery or similar costs, unless expressly authorized by this Purchase Order. All items shall be suitably prepared for shipment to secure the lowest transportation and insurance rates and to meet carrier's requirements. Buyer may, at is option, either retains items received in advance of the delivery schedule or returns them to Seller at Seller's risk and expense; if retained, time for payment and discount shall be based on scheduled delivery dates. Seller shall place all orders for and schedule deliveries of materials and parts necessary for its performance under this Purchase Order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein. In the event of termination of or changes to this Purchase Order, Buyer shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of said materials and parts, or any other work performed hereunder in advance of the time necessary to meet the delivery schedules hereunder, unless Buyer has given its prior written consent to such advance commitments of work or the ordering of materials. Representatives of Buyer, the Government, or both shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.
3. **DELIVERY:** Time is of the essence of this purchase order. Unless otherwise provided in this purchase order, delivery in whole or in part shall not be made more than 10 days prior to required dates. Buyer may return earlier deliveries at Seller's risk and expense. Seller shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as the Seller reasonably believes necessary to meet the schedule without prior written approval by Buyer. Representatives of Buyer, the Government, or both shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.
4. **SUBSTITUTIONS:** Seller shall not substitute materials or accessories without written consent of Buyer.
5. **QUANTITY:** Buyer need not accept any variation on quantity as specified in this purchase order. Over shipment may be returned to Seller at Seller's expense, which shall include a reasonable cost for the Buyer's handling, or be retained by Buyer at no increase in price. To the extent that supplies covered by this purchase order are produced in accordance with drawings or specifications which are proprietary to Buyer or to Buyer's customer, Seller shall not manufacture or retain for the purposes of display, or otherwise, any more such supplies, or parts thereof, than are required to be delivered under this purchaser order. Any such excess supplies, or parts therefore, shall be delivered free of charge to Buyer at the designated delivery point at Seller's risk and expense or destroyed and the destruction certified by Seller.
5. **CHANGES:** Buyer's Purchasing Representative may at any time, by written order, without notice to any surety, make changes or additional within the general scope of this purchase order in any one or more of the following: (a) drawings, designs, statements of work or specifications; (b) method of shipment or packaging; (c) place of inspection, delivery or acceptance; (d) quantities, where reasonable; (e) delivery schedules, where reasonable, and (f) the amount of Buyer/Government furnished property, if any such change causes an increase or decrease in the cost of, or the time required for, performance of this purchase order, whether changed or not changed by any such written order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this purchase order. Any claim by Seller for such adjustment must be asserted within 15 days, or such other period as may be agreed in writing by the parties, after Seller's receipt of notice of the change. Nothing contained in this paragraph shall excuse Seller from proceeding with the contract as changed.
7. **WARRANTY:** Seller warrants that the supplies covered by this purchase order will conform to the design, specification, drawing, samples or other descriptions referred to in this purchase order, will be free from defects in design, material and or workmanship for a period of one year (12 months) from the date of first acceptance, and to the extent that the Seller knows or has reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose. The warranties contained in this paragraph shall run to Buyer and its customers.
8. **INSPECTION:** Buyer and its customer may inspect and test material, work in progress and supplies at all times and places, during manufacture and otherwise. If inspection and tests are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by Buyer shall be performed in such manner as not to delay the work unduly. Buyer may charge to Seller any additional cost of inspection and test when material, work or supplies are not ready at the time such inspection and test is

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requested by Seller. In case of rejection, neither Buyer, nor its customer, shall be liable for any reduction in value of samples used in connection with such inspection or test. Except as otherwise agreed in writing, all shipments and supplies furnished under this purchase order shall be subject to final inspection and acceptance by Buyer after receipt by Buyer at destination notwithstanding any previous source inspection or acceptance. Seller shall maintain an inspection and quality control system acceptable to Buyer and its customer.

9. **DEFECTIVE WORK:** Buyer, notwithstanding any prior acceptance, at its option, may reject, or require prompt correction (in place or elsewhere), of any supplies which are defective in material or workmanship or otherwise fail to meet the requirements of this purchase order. All supplies furnished under this purchase order shall be subject to inspection at destination notwithstanding any previous source inspection and Seller shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the supplies and all records (such as affidavits, test reports, drawings, etc.) required to be furnished therewith. Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the supplies to Seller, require Seller to remove them, direct their correction in place or, with authorization by Seller, correct them, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such supplies and to proceed promptly to replace or correct them, Buyer may replace or correct such supplies at the expense of Seller, including any excess cost. Seller shall not again tender rejected or corrected supplies unless Seller discloses the former tender and rejection or requirement of correction.
10. **COUNTERFEIT MATERIAL:** Seller to supply a Certificate of Conformance or the following statement must appear on your shipping documents: "Seller certifies that the products furnished on this shipment are manufactured by the referenced manufacturer/OCM in accordance with, and conforms to, the applicable manufacturers/OCM specifications. Certifications are on file with the seller or are available from the manufacturer." Any detected counterfeit material dealt with in accordance with Pro-Comm policy PC-CEPC(0614) and PC-CTC3144(0714a) Purchase Order Counterfeit Electronic Parts Control Flow-down Terms & Conditions, copies of which are available at www.procomm222.com and full credit due to Buyer from Seller.
11. **PRO-COMM OWNED FURNISHED INFORMATION/PROPERTY:** PRO-COMM Owned drawings, specifications, software, photographs and other engineering or manufacturing information, tools or materials furnished by or paid for by Buyer shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer and shall be returned to Buyer upon request or when no longer required for the performance of this purchase order. Seller shall not disclose furnished information concerning Buyer's products to any third party, including any foreign national, firm, or country including foreign nationals employed by or associated with Seller's company except as specifically authorized by Buyer. Seller shall list all items on invoices/packing lists and they shall be at Seller's risk and shall be replaced by Seller if lost, damaged, or destroyed. They shall be maintained in good condition, at Seller's expense, and kept insured by Seller, with loss payable to Buyer. Seller shall, without limitation a to time, indemnify and save Buyer harmless from all claims which may be asserted against said property, including, without limitation, mechanic's liens or claims arising under Workmen's Compensation or occupational injury laws, and from all claims from injury to persons or property arising out of or related to such items of their performance under this Purchase Order. All information disclosed to Seller by Buyer shall be deemed proprietary and will be protected by Seller in the same manner Seller protects its own proprietary information. The Buyer may use any unmarked Seller' data for any purpose whatsoever. The Buyer may use Seller's proprietary data without restriction upon notice to and approval of Seller. The clause is not intended to conflict with FAR 52.203-6 entitled "Restriction on Subcontractor Sales to the Government." The Buyer may use any unmarked Seller' data for any purpose whatsoever.
12. **SPECIAL TOOLING (ST), SPECIAL TEST EQUIPMENT (STE) AND FACILITIES (FAC):** Unless specifically provided to the contrary in this purchase order, Seller warrants that the price set forth in this purchase order does not include (a) any amount representing rent for the use of Government-owned (ST), (STE) or (FAC), or (b) as a direct charge to this purchase order, the cost of any (ST), (STE) or (FAC) as the same are defined in Part 45 of the Federal Acquisition Regulation (FAR). Any such (ST), (STE), or (FAC), to be charged to Buyer will be covered by as separate purchase order.
13. **STOP WORK ORDER:** (a) Buyer may, at any time, by written order to Seller, require the Seller to stop all, or any part, of the work called for by this Purchase Order for a period of ninety (90) days after the Stop Work Order is delivered to the Seller and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Clause. Upon receipt of such an order, the Seller shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Seller, or within any extension of that period to which the parties shall have agreed, Buyer, shall either: (1) Cancel the Stop Work Order, or (2) Terminate the work covered by such order as provided in the Termination for Convenience Clause of this Purchase Order. (b) If a Stop Work Order issued under this Clause is cancelled or the period of the order or any extension thereof expires, the Seller shall resume work. An equitable adjustment shall be made in the delivery schedule, the Purchase Order price, or both and the Purchase Order shall be modified in writing accordingly, if (1) The Stop Work Order results in an increase in the time required for, or in the Seller's cost properly allocable to the performance of any part of this Purchase Order, and (2) The Seller asserts a claim for such adjustment within thirty (3) days after the end of the period of work stoppage; provided that, if Buyer decides the facts justify such action, it may receive and act upon any such claim asserted at any time prior to final payment under this Purchase Order 13 **TERMINATION:** Without limiting Buyer's right to cancel this order for default of Seller as provided below, Buyer may terminate all or any part of the work under this order and process Seller's claims therefore in accordance with the provisions of the Termination Clause set forth in Part 52:249-2 of the Federal Acquisition Regulation as in effect on the date of this order. Where necessary to make this FAR part applicable to this purchase order, "Contractor" shall mean "Seller", "Contracting Office" shall mean "Buyer" and "Government" shall mean "Buyer" or the "Government" in paragraph (d) or 52.249-2 change "1 year" to "6 months or any extension thereto."

14. **TERMINATION FOR CONVENIENCE:** (a) The performance of work under this Purchase Order may be terminated by the Buyer in accordance with this Clause in whole, or from time to time in part, whenever the Buyer shall determine that such termination is in the best interest of the Buyer. Any such termination shall be effected by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Purchase Order is terminated and the date upon which such termination becomes effective. (b) After receipt of a Notice of Termination, and except as otherwise directed by the Buyer, the Seller shall: (1) Stop work under the Purchase Order on the date and to the extent specified in the Notice of Termination; (2) Place no further orders to subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Purchase Order as is not terminated; (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) Assign to Buyer, in the manner, at the times, and to the extent directed by the Buyer, all of the right, title, and interest of the Seller under the orders and subcontracts so terminated, in which case Buyer shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontract, with the approval or ratification of the Buyer, to the extent the may required, which approval or ratification shall be final for the purposes of this Clause; (6) Transfer title and deliver to Buyer, in the manner, at the times, and to the extent, if any, directed by the Buyer (A) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially completed plans, drawings, information, and other property which, if the Purchase Order had been completed, would have been required to be furnished to Buyer; (7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Buyer, any property of the types referred to in (6) above; provided, however, that the Seller (A) shall not be required to extend credit to any purchases, and (B) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Buyer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Buyer to the Seller under this Purchase Order or shall otherwise be credited to the price or cost of the work covered by the Purchase Order or paid in such other manner as the Buyer may direct; (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Buyer may direct, for the protection and preservation of the property related to this Purchase Order which is in the possession of the Seller and in which Buyer has or may acquire an interest. The Seller shall submit to the Buyer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Buyer, and may requires Buyer to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, Buyer will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Buyer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement. (c) After receipt of a Notice of Termination, the Seller shall submit to the Buyer his termination claim, in the form and with certification prescribed by the Buyer. Such claim shall be submitted promptly but in no event not later than one (1) month from the effective date of termination. (d) Subject to the provisions of this Paragraph c, the Seller and the Buyer may agree upon the whole or any part of the amount or amounts to be paid to the Seller by reason of the total or partial termination of work pursuant to this Clause, which amount or amounts may include a reasonable allowance for profit on work done but not including any anticipated profits; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed that total contract price as reduced by the amount of payments otherwise made and as further reduced but the Purchase Order price or work not terminated. The Purchase Order shall be amended accordingly, and the Seller shall be paid the agreed amount. (e) In no event shall Buyer be liable for any special, indirect or consequential damages or costs of any kind and no matter how they are caused. Nor is Buyer liable for any damages or liabilities in excess of the price of any single component which is the subject to any claim or the amount of this Agreement, whichever is less
15. **DEFAULT OF SELLER:** (a) Time is of the essence in this Purchase Order. (b) Buyer may, by written notice of default to the Seller, terminate this Purchase Order or any part thereof if the Seller fails: (1) to deliver the article in accordance with the delivery schedule specified herein, or any extension thereof by change order or amendment, or (2) to replace or correct defective articles in accordance with the provisions of the Clause hereof entitled "inspection and Acceptance," or (3) to perform any of the other provisions of this Purchase Order or fails to make progress as to endanger performance of this Purchase Order in accordance with its terms and, in either of the circumstances specified in (2) or (3) does not correct such failure within a period of five (5) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. In the event that this Purchase Order provides for the furnishing of items in more than one lot, the entire Purchase Order, including all lots, may be terminated for default upon Seller's failure as described in (1), (2), or (3) above in connection with any one lot or part thereof. (c) In the event of termination pursuant to this Clause, Buyer may purchase similar articles elsewhere on such terms and in such manner as Buyer may purchase similar articles elsewhere on such terms and in such manner as Buyer may deem appropriate and the Seller shall be liable to Buyer for any excess costs and expense occasioned by Buyer thereby. (d) If, after notice of Default under the provision of b, above, it is determined that Seller was not in default, said notice shall be deemed issued pursuant to the Clause hereof entitled, "Termination for Convenience" and the rights and obligations of the parties hereto shall be governed by that Clause, unless the other is otherwise reinstated in writing by the Buyer. (e) Failure of the Buyer to enforce any right under this Clause shall not be deemed a waiver of any other right hereunder. The rights and remedies of Buyer under this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Purchase Order.

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16. **SUBCONTRACTING:** Seller shall not subcontract all or substantially all work or any article to be supplied under this purchase order without prior written approval of Buyer. This provision shall not apply to purchases of standard commercial articles or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work. The Seller further agrees that no subcontract placed under this purchase order shall provide for payment on a cost-plus-a-percentage-of-cost basis. The Seller further agrees to select subcontractors (including suppliers), on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this purchase order.
17. **ASSIGNMENT:** Neither this purchase order nor any payments hereunder are assignable or transferable without the Buyer's written approval, which approval will not be unreasonably withheld.
18. **RESPONSIBILITY FOR SUPPLIES:** Except as specifically otherwise provided in that purchase order, Seller shall be responsible for supplies meeting the requirements of this purchase order until final inspection and acceptance thereof by Buyer and shall bear all risks as to rejected supplies or supplies requiring correction after notice as rejection notwithstanding any prior acceptance. Reference is made to Appendix C of AS5553 Standard for guidelines and information related to chain supply traceability. Certificates of Conformance and acquisition traceability are required with each shipment. Reference flow down requirements from the counterfeit from the counterfeit parts procedure AS6081.
19. **INDEMNITY:** If Seller, in connection with the performance of this purchase order shall send any of this agents or employees onto premises owned or controlled by Buyer. Seller shall provide safety protection for persons and property in accordance with all applicable laws and regulations and indemnify and save harmless Buyer for and against any and all liabilities and losses whatsoever, including without limitation costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whomsoever, or loss of or damage to any property whatsoever, suffered or sustained in the course of, or in connection with, the performance of the work. Buyer, at its option, may require Seller to furnish evidence of insurance reasonably satisfactory to Buyer shall be deemed a waiver or release of such liabilities or duty to indemnify. Seller shall comply with the provisions of FAR 52.215-22, 52.215-23, 52.215-24, and 52.215-25 which are incorporated herein by reference to the extent such clauses are or become applicable to this purchase order. Seller shall indemnify and hold harmless the Buyer from any amount, loss and expense, including interest assessed by the Government under 10 USC 2306a, by which this purchase order is determined by the Government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with such provisions. The rights of the parties hereunder shall survive completion or termination of this purchase order.
20. **PATENT INDEMNITY:** Seller shall indemnify Buyer, Buyer's customer and/or the Government and their respective officers, agents and employees against liability including costs, for infringement of any United States patent arising out of the manufacture or delivery of supplies under this purchase order or out of the use or disposal by, or for the account of, Buyer, Buyer's customer and/or the Government of such supplies. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by Buyer, Buyer's customer and/or the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof. Such indemnity shall not apply if: (a) the infringement results from compliance with specific written instructions of Buyer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing manner of performance of this purchase order not normally used by Seller, or (b) the infringement results from an addition to, or change in, the supplies furnished made subsequent to delivery or performance by Seller, or (c) the claimed infringement is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.
21. **GOVERNMENT OR BUYER FURNISHED PROPERTY:** If, in connection with the performance of this purchase order, any property is furnished to Seller, by Buyer or by the Government, Seller shall assume the risk of, and be responsible for, any loss destruction of or damage to the property while in Seller's possession or control except to the extent that this purchase order, with the prior approval of the Buyer and/or Government, provides for the relief of Seller from such liability. In the absence of such approval, Seller shall return all such property in as good a condition as when received except for reasonable wear and tear for the utilization of such property in accordance with provisions of the prime contract. Seller shall establish and maintain a system in accordance with the provisions of FAR Subpart 45.5 for the control of Government or Buyer-owned property. Seller shall also notify Buyer approval if approval of its property system has been withdrawn by the Government.
22. **INVOICE AND PAYMENT:** A separate invoice shall be issued for each shipment and contain the following information: Purchase Order number, item number, description of article or services, sizes, quantities, unit prices and extended totals. Unless otherwise specified in this purchase order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and a correct invoice. Any adjustment in Seller's invoices due to shortages, late delivery, rejections or other failure to comply with the requirements of this order may be made by Buyer before payment. Payment does not constitute final acceptance. Payment due dates, including discount periods, will be computed from the date of receipt of goods or the date of receipt of a correct invoice (whichever is later to date Buyer's check is issued. Unless freight and other charges are itemized, a discount taken will be taken on full amount of invoice.
23. **MILITARY SECURITY REQUIREMENTS:** (a) Seller shall be responsible for safeguarding all classified information in accordance with the provision of the Seller's

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Security Agreement with the Department of Defense and with all applicable Government requirements including, without limitation, of FAR 52.204-2 which is incorporated herein by reference. (B) Seller agrees to insert in all subcontract under this purchase order which involve access to classified information, provisions which shall conform substantially to the language of Subparagraph (a) above and to this Subparagraph (b).

24. NOTICE TO THE BUYER OF POTENTIAL DELAYS: (a) Whenever Seller has knowledge that any occurrence is delaying or threatens to delay the timely performance of this purchase order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer. Such occurrences shall include (1) changes in location of performance of work; (2) actual or potential labor disputes; (3) fires, floods, unusually severe weather; (4) Acts of Nature, (5) Acts of the Government in either its sovereign or contractual capacity and any other cause for delay. (b) Seller agrees to insert this clause including this subparagraph (b) in any purchase order or subcontract hereunder.
25. EQUAL OPPORTUNITY: The information set forth in FAR clause 52.222-26 and in FAR Section 22.810 as applicable, as in effect on the date of this purchase order are incorporated herein by reference unless this purchase order is exempt under regulation issued by the Secretary of Labor. Where necessary to make the FAR applicable to this purchase order the word "Contractor" shall mean "Subcontractor".
26. CHOICE OF LAW: Irrespective of the place of performance, this purchase order will be construed and interpreted to the federal common law of Government contracts as enunciated and applied to federal judicial bodies and boards of contract appeals of the federal Government., To the extent that the federal common law of Government contracts is not dispositive, the laws of the state from which the Buyer's purchase order is issued shall apply.
27. FEDERAL, STATE AND LOCAL TAXES: Except as may be otherwise provided in this purchase order, the price includes all applicable Federal, State and Local, taxes and duties.
28. NASA PROVISIONS: If this order is under a NASA prime contract, NASA FAR 18-52.252-70 is included in this purchase order.
29. COMPLIANCE WITH LAWS AND REGULATIONS: (a) Seller agrees to indemnify Buyer against any loss, cost, liability, or damage by reason of Seller's violation of any applicable law, executive order or regulation. (b) If a Government Contract Number is indicated, Seller agrees that performance under this purchase order is subject to applicable regulations and directives of the United States Government.
30. ORDER OF PRECEDENCE: The various documents constituting this purchase order shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this purchase order, said conflict or ambiguity shall be resolved in accordance with the following order or precedence, with the first listed item having a higher precedence than latter listed items: (a) Typed Purchase Order form, (b) Statement of Work, (c) PRO-COMM TC2742, (d) Specification, (e) drawing(s).
31. DISPUTES: Any dispute arising under this purchase order which is not settled by agreement of the parties may be litigated in the state or federal courts of the state from which the Buyer's purchase order is issued. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under this purchase order, Seller shall proceed diligently with the performance of this purchase order in accordance with the decision of the Buyer.
32. LIENS: Seller warrants that it has title to the goods to be delivered under this purchase order and shall deliver same free of all liens, claims and encumbrances.
33. UNLIMITED RIGHTS: In accordance with FAR 52.227-7013 (b)(1), all technical data and computer software will be furnished to the Government with unlimited rights.
34. NEWS OR ADVERTISING RELEASE: No news release in any way relating to Buyer or Seller concerning the purchase order shall be made by either party to any news media or the general public without prior approval of the other party. The parties agree that in the event a news release is so approved and made, such news release will recognize the Buyer and Seller.
35. TOXIC SUBSTANCES CONTROL ACT: (Public Law 94-489 Oct 11, 1976) Seller warrants that each and every chemical substance delivered under this purchase order shall at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8 of the Toxic Substances Control Act (Title 15 USC Paragraph 2601).
36. FEDERAL ACQUISITION REGULATION (FAR) DoD FAR SUPPLEMENT (DFARS): The following clauses set forth in the (FAR) and the (DFARS) as in effect on the date of this purchase order are incorporated herein by reference. Where necessary to make the clauses applicable to this purchase order, "Contractor" shall mean "Seller", "Contracting Officer" shall mean "Buyer" and the "Government" shall mean "Buyer" or the "Government" whenever appearing in the clauses.

If any of the following FAR/DFARS clauses do not apply to a particular purchase order, the Seller must advise the Buyer which clauses do not apply and the Buyer must acknowledge in writing his/her agreement with the Seller at which time such clauses are automatically deleted from this purchase order.

Supplement 1—U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR)

1. When the materials or products furnished are for use in connection with a U.S. Government prime contract or subcontract, in addition to Pro-Comm's Terms and Conditions of Purchase, General Provisions, the following provisions shall apply. The effective version of each Federal Acquisition Regulation ("FAR") provision shall be the same version as that which appears in Buyer's prime contract or higher tier subcontract under which this Purchase Order is a subcontract, where "Buyer" means "Pro-Comm Inc." In the event of a conflict between these FAR provisions and Pro-Comm's Terms and Condition of Purchase, General Provisions, the applicable FAR provisions shall control. For the acquisition of commercial items under purchase orders placed in support of and charged to a U.S. Government prime contract or subcontract, only the FAR clauses annotated with "*" shall apply. For the definition of a commercial item, see FAR 2.101.

2. The following clauses set forth in the FAR in effect as of the date of the prime or higher-tier subcontract are incorporated herein by reference. In all clauses listed herein, the term "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the clause or provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization, or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FARs 52.227-1 and 52.227-2, and (2) when title to property is to be transferred directly to the Government. "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order. The listed FAR clauses are incorporated herein as if set forth in full text unless made inapplicable by its corresponding note, if any. The current clauses at time of order apply. If any of the following FAR clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

A. APPLICABLE TO ALL ORDERS

1.	52.203-3	Gratuities
2.	52.203-5	Covenant Against Contingent Fees
3.	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
4.	52.204-2	Security
5.	52.204-9	Personal Identity Verification of Contractor Personnel
6.	52.211-5	Material Requirements
7.	52.211-15	Defense Priority and Allocation Requirements
8.	52.219-8*	Utilization of Small Business Concerns
9.	52.222-1	Notice to Government of Labor Dispute
10.	52.222-41*	Service Contract Act of 1965, as amended
11.	52.222-50 & Alt* 1	Combating Trafficking in Persons and Alternate 1 (Include Alt 1 if it is included in prime contract.)
12.	52.222-51"	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements
13.	52.222-53*	Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements

14. 52.222-54 Employment Eligibility Verification. This clause is applicable to each subcontract that—
 (1) Is for—
 (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 (ii) Construction;
 (2) Has a value of more than \$3,000; and
 (3) Includes work performed in the United States.
15. 52.223-3 Hazardous Material Identification and Material Safety Data—“Government” means “Government and Buyer.”

Supplement 2 – U.S. Government Contract Provisions from the Department of Defense FAR Supplement (DFARS)

3. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award. With respect to any applicable DFARS clauses incorporated into this Purchase Order relating to rights in noncommercial technical data and noncommercial computer software and noncommercial computer software documentation, the Seller grants to Buyer the right to use, disclose, modify, combine or make derivative works of any noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order to the extent necessary, and for such period as is required, for Buyer to complete its performance under the Buyer’s U.S. Government programs.

a. All Orders

52.203-1 Officials Not to Benefit

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restriction on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures

*252-203-7000 Statutory Prohibition on Compensation to Former Department of Defense Employees

*252-203-7001 Special Prohibition on Employment

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

1. 252.204-7000 Disclosure of Information

*252-204-7003 Control of Government Personnel Work Product

2. 252.204-7008 Requirements for Contracts Involving Export-Import Control Items

3. 252.204-7009 Requirements Regarding Potential Access to Export-Controlled Items

52.208-1 Required Sources for Jewel Bearings and Related Items

4. 252.208-7000 Intent to Furnish Precious Metals as Government Furnished Material

*252.208-7001 Required Sources for Precision Components for Mechanical Time Devices

*252.208-7002 Required Sources for High-Purity Silicon

*252.208-7003 Required Source for High Carbon Ferrochrome (HFC)

*252.208-7004 Notice of Intent to Furnish Precious Metal as Government Furnished Material

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractor’s Debarred, Suspended, or Proposed for Debarment

52.210-5 New Material

52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

52.212-8 Defense Priority and Allocation Requirements**52.212-13 Stop Work Order****52.215-22 Price Reduction for Defective Cost or Pricing Data****52.215-23 Price Reduction for Defective Cost or Pricing Data-Modification****52.215-24 Subcontractor Cost or Pricing Data****52.215-25 Subcontractor Cost or Pricing Data-Modifications****52.215-26 Integrity of Unit Prices (Less Paragraph (c))**

5. 252.209-7004 Subcontracts with Firms That Are Owned or Controlled by the Government of a Terrorist Country

6. 252.211-7003 Item Identification and Valuation (Seller's obligation under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS

8. 252.215-7000 Pricing Adjustments (Applies if FARs 52.215-12 or 52.215-13 apply to this Order)

252.217-7270 Identification of Sources of Supply*52.219-13 Utilization of Women-Owned Small Businesses****52.222-4 Contract Work Hours and Safety Standards Act****52.223-3 Hazardous Material Identification and Material Safety Data****52.223-6 Drug-Free Workplace**

9. 252.222-7000 Restrictions on Employment of Personnel

10. 252.223-7001 Hazard Warning Labels

***252.223-7001 Safety Precaution for Ammunition and Explosives**

11. 252.223-7002 Safety Precautions for Ammunition and Explosives ("Government" means "Government and Buyer")

***252.223-7002 Change in Place of Performance-Ammunition and Explosives**

12. 252.223-7003 Change in Place of Performance – Ammunition and Explosives

13. 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials

14. 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunitions and Explosives

52.224-2 Privacy Act**52.225-3 Buy American Act - Supplies****52.225-7 Balance of Payments Program*****252.225-7001 Buy American Act and Balance of Payments Program***

16. 252.225-7002 Qualifying Country Sources as Subcontractors

17. 252.225-7007 Prohibition on Acquisition of United States Munitions list Items from Communist Chinese Military Companies (applicable to acquisition of munitions list items only)

252.225-7008 Supplies to be Accorded Duty-Free Entry**252.225-7008 Restriction on Acquisition of Specialty Metals**

19. 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals***252.225-7009 Duty-Free Entry--Qualifying Country End Products and Supplies******252.225-7010 Duty-Free Entry--Additional Provisions******252.225-7012 Preference for Certain Domestic Commodities***

21. 252.225-7013 Duty Free Entry

252.225-7014 Preference for Domestic Specialty Metals

22. 252.225-7015 Restriction on Acquisition of Hand of Measuring Tools

23. 252.225-7016 Restriction of Acquisition of Ball and Roller Bearings

24. 252.225-7019 Restriction of Acquisition of Foreign Anchor and Mooring Chain

25. 252.225-7021 Trade Agreements (Applies if the Work contract contains other than U.S.-made, qualifying designated country end products. Applies in lieu of FAR 52.225-5.)

26. 252.225-7025 Restriction on the Acquisition of Forgings

27. 252.225-7027 Restriction of Contingent Fees for Foreign Military Sales

28. 252.225-7028 Exclusionary Policies and Practices of Foreign Governments

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29. 252.225-7030 Restriction on Acquisition of Carbon Alloy, and Armor Steel Plate

30. 252.225-7031 Secondary Arab Boycott

31. 252.225-7038 Restriction on Acquisition of Air Circuit Breakers

32. 252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States

252.225-7043 Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States (Applies where Seller will be performing or traveling outside the U.S. under this Order. For paragraph (c), see applicable information cited in DFARS 225.7401.)

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

252.225-7025 Foreign Source Restrictions***252.225-7031 Secondary Arab Boycott of Israel***

52.225-11 Restrictions on Certain Foreign Purchases

***252.225-7018 Offset Arrangement**

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

52.227-9 Refund of Royalties

52.227-10 Filing of Patent Applications-Classified Subject Matter

***252.227-7013 Rights in Technical Data and Computer Software**

33. 252.227-7013 Rights in Technical Data – Noncommercial Items

34. 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

35. 252.227-7015 Technical Data – Commercial Items

36. 252.227-7016 Rights in Bid or Proposal Information

37. 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions

***252.227-7018 Restrictive Markings on Technical Data**

38. 252.227-7019 Validation of Asserted Restrictions – Computer Software

39. 252.227-7025 Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends

***252.227-7026 Deferred Delivery of Technical Data or Computer Software**

40. 252.227-7026 Deferred Delivery of Technical Data or Computer

***252.227-7027 Deferred Ordering of Technical Data or Computer Software**

41. 252.227-7027 Deferred Ordering of Technical Data or Computer Software

252.227-7029 Identification of Technical Data**252.227-7030 Technical Data-Withholding of Payment**

43. 252.227-7030 Technical Data – Withholding of Payment

252.227-7036 Certification of Technical Data Conformity**252.227-7037 Validation of Restrictive Markings of Technical Data**

44. 252.227-7037 Validation of Restrictive Markings on Technical Data

45. 252.227-7038 Patent Rights – Ownership by the Contractor (Large Business)

46. 252.227-7039 Patents – Reporting of Subject Inventions

47. 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles

***252.228-7006 Accident Reporting and Investigation, Aircraft, Missiles, and Space Launch Vehicles**

52.229-3 Federal, State, and Local Taxes

52.229-5 Taxes--Contracts Performed in US Possessions or Puerto Rico

252.235-7004 Frequency Authorization**252.231-7000 Supplemental Cost Principals******252.231-7000 Reduction or Suspension of Contract Payments Upon Finding of Fraud******252.233-7000 Certification of Claims and Requests for Adjustment or Relief***

51. 252.239-7016 Telecommunications Security Equipment Devices, Techniques, and Services

252.242-7000 Postaward Conference***252.242-7003 Application for US Government Shipping Documentation/Instructions******252-243-7001 Pricing of Contract Modifications***

53. 252.244-7000 Subcontracts for Commercial Items and Commercial Components

252.246-7000 Material Inspection and Receiving Report**252.246-7001 Warranty of Data**

252.246-7003 Notification of Potential Safety Issues

252.246-7023 Transportation of Supplies by Sea

52.247-63 Preference for US Flag Air Carriers

252.247-7024 Notification of Transportation of Supplies by Sea

52.222-36 Affirmative Action for Handicapped Workers

****5352.247-9005 SHIPPING CONTAINER MARKING (AFMC)**

(IAW AFMCFARS 5347.305-10(a)(91), AFMCFARS 5347.305-10(a)(93), AFMCFARS

5347.305-10(a)(94), AFMCFARS 5347.305-10(a)(95))

c. All Orders of \$10,000 or Above

52.215-1 Examination of Records by Comptroller General

52.215-2 Audit - Negotiation

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns

52.222-20 Walsh-Healy Public Contracts Act

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era

*252.225-7011 Preference for Domestic Specialty Metals (Major Program)

d. All Orders of \$25,000 or Above

*252.203-7001 Special Prohibitions on Employment

*252.209-7001 Acquisitions from Defense Contractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty

*252.247-7202 Representation of Supplies by Sea

*252.247-7203 Transportation of Supplies by Sea

e. All Orders of \$50,000 or Above

22.804-1 Affirmative Action Program (Nonconstruction)

f. B. ORDERS \$100,000 SHALL ALSO INCLUDE THE FOLLOWING:

1. 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies

2. 252.247-7023* Transportation of Supplies by Sea

3. 252.249-7002 Notification of Anticipated Contract Terminations or Reductions (less paragraph (d)(1))

C. ORDERS OVER \$500,000 SHALL ALSO INCLUDE THE FOLLOWING:

1. 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

*Denotes DFARS

** Denote AAFARS

52.202-1 DEFINITIONS (IAW FAR 2.201)

(Applicable when the simplified acquisition threshold is exceeded)

52.203-3 GRATUITIES (IAW FAR 3.202)

(Applicable when simplified acquisition threshold is exceeded, except for personal services and those between military departments or defense agencies and foreign governments that do not obligate any funds appropriated to the Department of Defense)

52.203-5 COVENANT AGAINST CONTINGENT FEES (IAW FAR 3.404) (Applicable when simplified acquisition threshold is exceeded other than those for commercial items (see Parts 2 and 12))

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (IAW FAR 3.503-2) (Applicable when the simplified acquisition threshold is exceeded)

52.203-7 ANTI-KICKBACK PROCEDURES (IAW FAR 3.502-3) (Applicable when the simplified acquisition threshold is exceeded)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY) (IAW FAR 3.104-9(a))

(Applicable when noncommercial and the simplified acquisition threshold is exceeded)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (IAW FAR 3.104-9(b)) (Applicable when the simplified acquisition threshold is exceeded)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS) (IAW FAR 3.808(b)) (Applicable over \$100,000)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (IAW DFARS 203.171-4) (Applicable to all solicitations and contracts)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES

(IAW DFARS 203.570-3) (Applicable when exceeding the simplified acquisition threshold (except for commercial items))

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (IAW DFARS 203.970) (Applicable to all solicitations and contracts)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (IAW FAR 4.303) (Applicable when the simplified acquisition threshold is exceeded)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (IAW FAR 4.1105) (Applicable to solicitations and contracts except as provided in 4.1102(a))

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (IAW DFARS 204.404-70(b)) (Applicable to all orders issued hereunder)

252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (IAW DFARS 204.1104) (Applicable when using the clause at FAR 52.204-7, Central Contractor Registration)

252.204-7008 EXPORT-CONTROLLED ITEMS (IAW DFARS 204.7304) (Applicable to all solicitations and contracts)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (IAW DFARS 205.470) (Applicable over \$1,000,000)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (IAW FAR 9.409) (Applicable when exceeding \$30,000)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (IAW DFARS 209.409) (Applicable at \$100,000 or more)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IAW FAR 11.604(b)) 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). (Applicable to all rated orders)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (IAW FAR 15.209(b)(1)) (Applicable if negotiated and above the simplified acquisition threshold, except commercial items and utility services at public prices plus reasonable connection charge)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (IAW FAR 15.209(h))

52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (IAW FAR 16.203-4(a)(1)) (a) The Contractor warrants that the supplies identified as line items SEE SCHEDULE in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price.

52.216-18 ORDERING (IAW FAR 16.506(a)) (a) Such orders may be issued from From date of award up to end of five years.. (Applicable to all orders issued hereunder)

52.216-19 ORDER LIMITATIONS (IAW FAR 16.506(b))

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$9,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 30 Days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 Days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (The above Clause/Provision has been modified.)

52.216-22 INDEFINITE QUANTITY (IAW FAR 16.506(e))

(d) Contractor shall not be required to make any deliveries under this contract after Final delivery order after the last order issued under after year five..

252.217-7028 OVER AND ABOVE WORK

(IAW DFARS 217.7702) (Applicable when containing requirements for over and above work, except as provided for in Subpart 217.71)

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS

(IAW FAR 19.1308(b))

(c) Waiver of evaluation preference.

 Offeror elects to waive the evaluation preference.

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

(Applicable when exceeding the simplified acquisition threshold)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)

(IAW FAR 19.708(a), DARS Tracking Number 2009-O0009)

(Applicable when exceeding the simplified acquisition threshold, except for personal service contracts or when performance is entirely outside of the United States and its outlying areas)

(Applicable over \$550,000)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (IAW FAR 19.308(d))

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code

_____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

(Applicable in solicitations and contracts exceeding the micro-purchase threshold when the contract will be performed in the United States or its outlying areas)

(Applicable over \$500,000)

(Applicable when used to supplement clause FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION))

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (IAW FAR 22.103-5(a))

(IAW FAR 22.101-1(e), Applicable when the head of the contracting activity designates programs or requirements for which it is necessary that contractors be required to notify the Government of actual or potential labor disputes that are delaying or threaten to delay the timely contract performance (see 22.103-5(a)).

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (IAW FAR 22.610) (Applicable to all orders issued hereunder)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (IAW FAR 22.810(a)(1))

(Applicable when exceeding \$10,000, except those exempted by FAR 22.807 (b) which includes those for work to be performed outside the U.S. by employees who were not recruited within the U.S.)

52.222-26 EQUAL OPPORTUNITY (IAW FAR 22.810(e)) (Applicable to all orders issued hereunder)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (IAW FAR 22.1310(a)(1), DFARS 22.1310(a)(1))

(Applicable when the expected value is \$100,000 or more except when work is performed outside the United States by employees recruited outside the United States or the Deputy Assistant Secretary of Labor has waived, in accordance with 22.1305(a) or the head of the agency has waived, in accordance with 22.1305(b) all of the terms of the clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (IAW FAR 22.1408(a))

(Applicable over \$10,000 except when performance of work and recruitment of workers will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, or the agency head has waived, in accordance with 22.1403(a) or 22.1403(b) all the terms of the clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (IAW FAR 22.1310(b))

(Applicable when the expected value is \$100,000 or more and workers were recruited within the United States)

52.222-41 SERVICE CONTRACT ACT OF 1965 (IAW FAR 22.1006(a)) (Applicable to services over \$2,500)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (IAW FAR 22.1006(b))

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Electronics Technician Maintenance I Monetary Wage 22.79 Fringe Benefits 36.25%

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

Electronics Technician Maintenance III 28.68 36.25%

Maintenance Scheduler 17.89 36.25%

Shipping/Receiving 15.28 36.25%

(Applicable to service items over \$2,500)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (IAW FAR 22.1006(c)(2))

(Applicable over \$100,000, fixed price, time-and-materials, or labor-hour service and FAR 52.222-41 applies)

52.222-50 COMBATING TRAFFICKING IN PERSONS (IAW FAR 22.1705(a)) (Applicable to all orders issued hereunder)

52.223-6 DRUG-FREE WORKPLACE (IAW FAR 23.505) (Applicable when the simplified acquisition threshold is exceeded except if performance is entirely outside the U.S. and its outlying areas)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (IAW FAR 25.1103(a)) (Applicable to supplies or services involving the furnishing of supplies unless an exception applies)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEVIATION) (IAW DFARS 225.1101(2), DAR Tracking #2009-O0007)

(Applicable except when an exception to the Buy American Act or Balance of Payments Program is known to apply,

or if using the clause at 252.225-7021, Trade Agreements; or 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (IAW DFARS 225.1101(3))

(Applicable if one of the following clauses are included: DFARS 252.225-7001, 252.225-7021 or 252.225-7036)

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (IAW DFARS 225.7204(c)) 252.225-7006

QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (IAW DFARS 225.7204(c))

(Applicable to solicitations and contracts for performance outside the United States and Canada over \$550,000)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (IAW DFARS 225.7002-3(a))

(Applicable when exceeding the simplified acquisition threshold for food; clothing; tents, tarpaulins or covers; cotton and other natural fiber products; woven silk or woven silk blends; spun silk yarn for cartridge cloth; synthetic fabric, coated synthetic fabric; canvas products; wool; or any item of individual equipment (FSC 8465) manufactured from or containing such fibers, yarns, fabrics, or materials; to waste and byproducts of cotton or wool used in the production of propellants and explosives)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS

(IAW DFARS 226.104) (Applicable to supplies or services exceeding \$500,000)

52.227-1 AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a)(1)) (Applicable except when both complete performance and delivery are outside the United States)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (IAW FAR 27.201-2(b)) (Applicable when the simplified acquisition threshold is exceeded except when both complete performance and delivery are outside the United States unless supplies are ultimately to be shipped into one of those areas)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3(a)) (Applicable to fixed-price competitive contracts exceeding the simplified acquisition threshold, and performed wholly or partly in the United States or its outlying areas, unless the clause at 52.229-4, Federal, State, and Local Taxes

(State and Local Adjustments), is included)

52.232-1 PAYMENTS (IAW FAR 32.111(a)(1)) (Applicable to fixed-price supply or services and non-regulated communication services).

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (IAW FAR 32.111(b)(1)) (Applicable to fixed-price supply or fixed-price service)

52.232-11 EXTRAS (IAW FAR 32.111(c)(2)) (Applicable to fixed-price supply, fixed-price service, or transportation)

52.232-17 INTEREST (IAW FAR 32.611(a), FAR 32.611(b)) (Applicable when exceeding the simplified acquisition threshold)

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

52.232-23 ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1)) (Applicable when the micro-purchase threshold is exceeded, unless the contract will prohibit the assignment of claims (see 32.803(b))

52.232-25 PROMPT PAYMENT (IAW FAR 32.908(c)) (a) Invoice payments—

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315. (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities. (Applicable except when the clause at 52.212-4, Contract Terms and Conditions--Commercial Items is included)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (IAW FAR 32.1110(a)(1)) (Applicable for solicitations and contracts that include the clause at 52.204-7 or an agency clause that requires a contractor to be registered in the CCR database and maintain registration until final payment, unless (i) Payment will be made through a third party arrangement; or (ii) An exception listed in 32.1103(a) through (i) applies.)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (IAW DFARS 232.7004)

(a) Definitions. As used in this clause— (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation. (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer. (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract. (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/> .

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes a payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(Applicable to all orders issued hereunder)

252.232-7009 MANDATORY PAYMENT BY GOVERNMENT WIDE COMMERCIAL PURCHASE CARD (IAW DFARS 232.1110) (Applicable at or below the micro-purchase threshold and Government wide commercial purchase card is required)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (IAW DFARS 232.7102) (Applicable to all solicitations and contracts over the micro-purchase threshold issued hereunder)

52.233-1 DISPUTES (IAW FAR 33.215) (Applicable except to foreign governments or their agencies, or to international organizations or a subsidiary body of that organization, if the agency head determines that the application of the Act to the contract would not be in the public interest)

52.233-3 PROTEST AFTER AWARD (IAW FAR 33.106(b)) (Applicable to all orders issued hereunder)

FIXED PRICE PURCHASE ORDER TERMS AND CONDITIONS (For use with Orders placed under Dept. of Defense Contracts under FAR)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (IAW FAR 33.215(b)) (Applicable to all solicitations and contracts)

52.242-13 BANKRUPTCY (IAW FAR 42.903) (Applicable when the simplified acquisition threshold is exceeded)

252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (IAW DFARS 242.1404-2-70) (Applicable when FAR clauses 52.242-10 and 52.242-11 apply)

52.243-1 CHANGES--FIXED-PRICE (IAW FAR 43.205(a)(1)) (Applicable to fixed-price supplies)

52.243-1 CHANGES--FIXED-PRICE --ALTERNATE I (IAW FAR 43.205(a)(2)) (Applicable to services (other than architect-engineer or other professional services) with no supplies)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (IAW DFARS 243.205-70) (Applicable to fixed-price efforts)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (IAW DFARS 243.205-71) (Applicable when the simplified acquisition threshold is exceeded)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (IAW FAR 47.104-4(a), FAR 47.104-4(b)) (Applicable when fixed-price f.o.b. origin or Cost-reimbursement are specified)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (IAW FAR 49.502(b)(1)(i)) (Applicable over the simplified acquisition threshold, except as specified in FAR 49.502(b)(1)(i)(A), (B) or (C))

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (IAW FAR 49.504(a)(1)) (Applicable when fixed-price is contemplated and exceeds the simplified acquisition threshold)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (IAW FAR 52.107(b)) 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):
Regulations URLs: (Click on the appropriate regulation.)

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm>

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm>

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/afmc/afmc1toc.htm

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's FIND function. When located, click on the regulation reference (hyperlink).

(Applicable to all orders issued hereunder)

52.253-1 COMPUTER GENERATED FORMS (IAW FAR 53.111) (Applicable when requiring the contractor to submit data on Standard or Optional Forms prescribed by this regulation; and, unless prohibited by agency regulations, forms prescribed by agency supplements)

5352.291-9000 ADDITIONAL OVER AND ABOVE WORK PROCEDURES (AFMC) (IAW AFMCFARS 5391.102(a)) (Applicable when the DFARS Clause 252.217-7028, Over and Above Work, is included)

5352.291-9005 END ITEMS BEYOND ECONOMICAL REPAIR (AFMC) (IAW AFMCFARS 5391.102(e)) (a) "Economically Repairable End Items" are defined as end items which can be restored to a serviceable condition in accordance with the applicable requirements, when costs of repair will not exceed 75 % of the Stock List Price specified in the contract. (Applicable to repair of exchangeable assets)