

ISLAND CITYSection B: Government Subcontractor Terms & Conditions and
FASA Commercial Item Terms & Conditions

Revised: 13 June 2018

Section B of the Supplier Standards Guide contains the Government Subcontractor Terms and Conditions. The Government, through the Federal Acquisition Streamlining Act ("FASA"), has recently simplified the acquisition process for components that qualify as "commercial items" under FASA. Island City Engineering LLC calls these components "FASA Commercial Items," or "FCIs."

If a component you supply to Island City Engineering LLC qualifies as a FASA Commercial Item, the purchase order for that FASA Commercial Item will be subject to substantially fewer government "flow-down" clauses. A purchase order for a FASA Commercial Item is subject to paragraphs 1 through 33 and 35 of this Section, but only those Federal Acquisition Clauses in paragraph 35 that include the designation "FCI" in the left margin. Purchase orders for items not qualifying as FASA Commercial Items are subject to all the terms and conditions of this Section B, including those designated "FCI."

NOTE: The elimination of certain Federal Acquisition Regulation clauses for FASA Commercial Items does not release a supplier from otherwise applicable federal statutes.

Island City Engineering LLC has adopted FAR 2.101 (Commercial Item) as the definition of FASA Commercial Item. FAR 2.101 provides:

- (c) FASA Commercial Item means –
 - (1) Any item, other than real property that is of a type customarily used by the general public or by non-governmental entities for other than governmental purposes, and that --
 - (i) Has been sold, leased, or licensed to the general public; or
 - (ii) Has been offered for sale, lease, or license to the general public;
 - (2) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
 - (3) Any item that would satisfy a criterion expressed in paragraph (1) or (2) of this clause, but for --
 - (i) Modifications of a type customarily available in the commercial marketplace; or
 - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications mean modifications that do not significantly alter the

nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

- (4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if –
 - (i) Such services are procured for support of an item referred to in paragraphs (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
 - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks or specific outcomes to be achieved and under standard commercial terms and conditions. For purposes of these services--;
 - (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A non-developmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and Local Governments.

TERMS & CONDITIONS

The following terms and conditions are incorporated in their entirety into any Purchase Order designated on its face as a "Government" Purchase Order awarded by Island City Engineering LLC. As provided above, purchase orders for qualified FASA Commercial items are subject only to paragraphs 1-33 and 35-39 and those clauses in paragraph 34 designated "FCI".

1. Acceptance and Governing Provisions

This Purchase Order is not an acceptance of any offer to sell but is an offer to purchase which may be accepted only by execution of the acknowledgment copy of the Island City Engineering LLC standard Purchase Order by Seller and return of such copy to ISLAND CITY ENGINEERING LLC ("Buyer") within 15 days from the date of the Purchase Order set forth in the Supplier Standard's Guide or by other expression of acceptance, including shipment thereunder, within such 15 day period. This offer may be revoked at any time by Buyer's written notice to Seller prior to acceptance by Seller. Upon acceptance, the Purchase Order (including any documents referenced or incorporated herein) shall constitute the entire agreement between the parties (except for any additional warranties given by Seller), superseding any and all previous communications and negotiations. Unless specifically agreed to in writing by Buyer, signed by duly authorized personnel of Buyer, no additional or different term or provision (except additional warranties given by Seller) of any quotation, acknowledgment, invoice or other form supplied by Seller shall become part of the contract notwithstanding Buyer's failure to specifically object to such terms or provision. In the event any conflict at any time between these terms and conditions and any term or condition or attempted limitation of warranty set forth in any communication from Seller, it is agreed by Seller that these terms and conditions shall control such conflict and govern this purchase. The agreement of sale resulting from the acceptance of this Purchase Order shall be governed, construed and interpreted in accordance with the laws of the State of Wisconsin, U.S.A. The rights and obligations of the Buyer and Seller shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If these terms and provisions are not acceptable, Seller should notify Buyer at once.

2. Deliveries: Cancellation by Buyer

Buyer's production schedules are based upon timely performance by Seller under this Purchase Order. TIME IS OF THE ESSENCE FOR THIS PURCHASE ORDER. If any deliveries are not made at the time(s) and in the quantity(s) agreed upon (including by reason of force majeure), Buyer may cancel this Purchase Order with respect to any or all of the goods or services hereby ordered or with respect to any goods or services not theretofore accepted by Buyer, and in any event may hold Seller responsible for damages caused by untimely performance including incidental and consequential damages and any resulting late performance penalties incurred by Buyer. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer's delivery schedule. Items received in advance of such delivery schedule may, at buyer's option, be returned at Seller's expense or be accepted, stored at Seller's expense and payment withheld until the scheduled delivery date.

Domestic shipments shall be "FOB Origin, Freight Collect". International sea freight shipments shall be "FOB (...named port of shipment) Incoterms 2000." [For example, FOB Free on Board Gdansk Poland (Incoterms 2000).] International air freight shipments shall be "EXW (...named place) (Incoterms 2000)." [For example, EXW Ex Works ABC Factory Paris, France (Incoterms 2000).] All items ordered hereby shall be suitably packed, marked, insured, and shipped in accordance with Island City's written specifications. All shipping charges shall be collect and if, for any reason, Supplier uses any means of delivery other than as described above, Supplier shall be responsible for additional shipping costs incurred thereby. Supplier shall affix to each package, bill of lading or delivery receipt for items shipped hereunder, the RFQ number, and each

such shipment shall be accompanied by an itemized packing slip, in the absence of which Island City's count shall be conclusive. Palletization on non-returnable pallets with minimal packaging (consistent with care of the product), preferably made of recyclable/reusable materials

should be used whenever a returnable container is not a viable option. All pallets shall have a minimum ground clearance of two-and-one-half (2-1/2) inches.

Unless specified, no charge for cartage or packing is allowed. All shipments must include packing slip identifying our Purchase Order number, the part(s) number(s), description of material(s), and quantity(s). Printed invoices must be rendered in duplicate for each Purchase Order. Original bill of lading, express receipt or other shipping documents required by Buyer promptly shall be mailed to Buyer with invoices, in the case of domestic goods, and sent via courier, in the case of imported goods.

There must be no departure from the routing set forth in this Purchase Order except for emergencies identified by Buyer, who reserves the right to recover from Seller all overcharges arising from failure to follow specified routing.

3. Shipments

Unless otherwise specified, the following provisions shall apply to all shipments:

- a. Seller shall prepare all articles for shipment to prevent damage or deterioration.
- b. No charge for containers, cartage or packing is allowed.
- c. All shipping containers must include a complete packing list identifying Buyer's Purchase Order number, applicable part number(s), description of material(s), and quantity of articles shipped. Printed invoices must be rendered in duplicate for each order.
- d. Original bills of lading, express receipts, or other shipping documents signed by receiving carrier shall be mailed promptly to Buyer with invoices.
- e. Without limiting the foregoing, as soon as practicable, but in no event more than 30 days after the execution of this Purchase Order, Buyer and Seller shall agree upon a written protocol (the "Shipping Instructions") covering in detail all aspects relevant to packing, shipping and delivering the articles covered by this Purchase Order, including without limitation, the size and type of shipping containers, the method and configuration of packing articles in the containers, requirements as to number of counterparts and contents of packing slips, bills of lading and invoices, timing and methods of giving notice with regard to shipment dates, procedures for delivery of the articles to Buyer or its carrier, and procedures for moving articles to storage if timely delivery cannot be made.

4. Documentation

All documentation specified by this order shall be delivered in accordance with the terms hereof and shall be in English. Any expenses, changes, or claims incurred as a result of improper documentation shall be the seller's responsibility. All correspondence and references to this order must include the purchase order number and name of the division or Buyer designated to receive delivery. Imported goods shall be subject to such additional documentation requirements as Buyer may deem necessary.

5. Changes

Buyer shall have the right to make changes in this Purchase Order, including quantity. The right to reschedule for later delivery is reserved if notice is given to Seller in advance of placing material in production. If any change affects delivery or price, Seller promptly shall notify Buyer in writing. Buyer's advance approval in writing is required to effect any increase in price. In the absence of such approval, Buyer may cancel this order or any portion hereof by written notice to Seller without any liability to Seller.

6. Compliance With Laws

Seller warrants and agrees that all goods delivered pursuant to this Purchase Order shall be produced, marked, labeled, sold and delivered to Buyer in compliance with and conforming to all applicable laws and government orders, rules and regulations, including Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued under Section 14 of said Act, the Federal Motor Vehicle Safety Laws, and Federal Laws, Section 202, Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 USC 2012 and local, state and federal environmental protection laws and regulations. Seller shall have also implemented an acceptable Pollution Prevention Program that meets the current standards of the industry in which the Seller operates.

7. Inspection and Rejection

Inspection shall be at Buyer's plant unless otherwise agreed in writing. AT BUYER'S OPTION, INSPECTION MAY BE MADE UNDER OPERATING CONDITIONS AFTER INCORPORATION OF THE GOODS INTO ANY PLANT, FACILITY, EQUIPMENT OR PRODUCT OF WHICH THEY ARE TO BE A PART. BUYER RESERVES THE RIGHT, AFTER ACCEPTANCE AND PAYMENT, TO HOLD SELLER LIABLE FOR UNSATISFACTORY OR DEFECTIVE GOODS IRRESPECTIVE OF BUYER'S FAILURE TO NOTIFY SELLER OF ANY REJECTION OF NONCONFORMING GOODS OR REVOCATION OF ACCEPTANCE THEREOF, OR OF ANY FAILURE TO SPECIFY ANY PARTICULARITY OF DEFECT OR NONCONFORMANCE. At its option Buyer may return all such goods for full credit at the expense of Seller.

8. Risk of Loss/Security Interest

All risk of loss and/or damage to the goods purchased shall be upon Seller until delivery at Buyer's plant, notwithstanding any delivery terms or shipping instructions to the contrary. If Buyer makes any payment before Buyer's receipt of the goods, Seller grants Buyer a security interest in and charge against the goods and all proceeds thereof to secure Seller's performance of its obligations hereunder, and Seller agrees to execute and deliver such documents to Buyer as Buyer may request to ensure the enforceability of such security interest and charge.

9. Warranty

The Seller warrants that all articles furnished hereunder shall be free from defects in material and workmanship for a period extending until 13 months from the date the fully Government-accepted vehicle system is shipped to the Government; shall comply with the requirements of the Purchase Order and any drawings or specifications incorporated herein; shall comply with the drawings and specifications in the prime contract between the government and Buyer; shall comply with the test requirements in the prime contract between the government and Buyer; and shall, where design is Seller's responsibility, be free from defects in design and fit for the intended purpose.

Further, if the Government, before placing vehicle systems in service, elects to place quantities of newly delivered vehicle systems containing articles furnished hereunder in Government depot

storage, Seller agrees that the above-specified warranty period shall be extended by the shorter of: (1) the actual time the vehicle system is kept in Government depot storage or (2) nine months; provided the Government exercises the stored vehicle systems in accordance with the Government's exercise requirements for the period of vehicle storage preservation in existence at time of prime contract award.

If a systemic defect occurs during the warranty period, it will be presumed, unless proven otherwise, that all parts produced under like circumstances are similarly defective and require replacement or correction. The cost of systemic defect warranty parts repair or replacement will be that of the vendor. Additionally, if a systemic defect deadlines a vehicle or causes it to be inoperable, the vendor agrees to extend the warranty term of the affected vehicle(s) for the period of time that the vehicle(s) are dead-lined.

The foregoing warranties are in addition to all other warranties whether express or implied. If any article delivered hereunder does not meet the warranties specified herein or otherwise applicable, Buyer may debit Seller's account for the cost of the nonconforming article or, at Buyer's option, Seller shall repair or replace the nonconforming article or part at Seller's expense; and without limiting the foregoing, Seller shall pay directly or reimburse Buyer, whichever may be the case, for all incidental costs and expenses incurred in respect to the repair or replacement of a nonconforming article or part, including without limitation, **material, labor (i.e. costs of disassembly, costs of temporary repairs, costs of reassembly), travel (reasonable transportation and living costs of Buyer's personnel responsible for performing warranty work, transportation), and freight (i.e. insurance and other expenses related to shipping replacement items, and expenses related to disposing of defective items or returning defective items to Seller)**. As soon as practicable, but in no event more than 30 days after the execution of this Purchase Order, the parties shall agree upon a written procedure governing warranty claims, including the hourly labor rate at which:

- a. Buyer shall be reimbursed for warranty work performed. Time charged for performing warranty work shall be in accordance with the flat rate manual governing warranty work performed under the Prime Contract.
- b. Buyer's approval of the Seller's design or material shall not be construed to relieve the Seller of the warranties contained herein, nor shall waiver by Buyer of any drawings or specification requirements for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by Buyer. The provisions of this Clause shall not limit or affect the rights of Buyer under the Clause hereof entitled "Inspection of Supplies—Fixed Price" (FAR 52.246-2) and other inspection and quality control provisions of the Purchase Order. In no event shall inspection, test, acceptance of, or payment by Buyer for the articles be deemed to modify or waive Buyer's rights in respect to any of the warranties contained herein.

10. Exemption Certificate

The Buyer hereby certifies that it is a manufacturer or producer of articles which otherwise are taxable under Chapter 31 of the Internal Revenue Code, as amended, and holds a Registration for Tax Free Transactions and Certificate of Registry Number 39-97-3065-0 issued by the District Director of Internal Revenue. Buyer further certifies that the article or articles specified in this order will be used by it as material in the manufacture or production of, or as a component part of, an article or articles to be manufactured or produced by it and enumerated in said Chapter 31. It is understood that for all purposes of said Chapter 31, Buyer will be considered the purchaser for further manufacture of the articles purchased hereunder and, except as specifically provided by law, must pay tax on resale or use, otherwise than as specified above, of the articles purchased

hereunder. It is further understood that fraudulent use of Buyer's Certificate to secure exemptions will subject the guilty parties to the penalties provided by law. At Seller's request, Buyer will furnish Seller or its subsidiary a certificate separate from this Purchase Order to the same effect as the first sentence of this Clause for use in conjunction with the filing of federal excise tax returns or an audit or other governmental review of Seller's records relating to excise tax collections and payments. Purchase Orders covering articles untaxable under Chapter 31 of the Internal Revenue Code, as amended, render the Certificate inoperative as to such orders.

11. Indemnity

Seller shall indemnify and save Buyer free and harmless from and against any and all claims, damages, liabilities or obligations of whatsoever kind including, but not limited to damages or destruction of property and injury or death of persons, resulting or allegedly resulting from or connected with:

- a. the quality of the goods sold;
- b. Seller's performance hereunder; or
- c. any default by Seller or breach of its obligations hereunder.

Seller, by acceptance of this purchase order, hereby assumes the entire and full responsibility and liability for any and all damages, injury, loss and expense of any kind or nature whatsoever to all persons, whether employees or others, and to all property, arising out of or in any manner resulting from the execution of work provided for in this contract and work incidental thereto, or occurring in connection therewith, whether the same arises from negligence or otherwise, even though such damages, injury, loss or expenses are attributable to the joint, concurrent or contributory negligence of Buyer, its agents, servants or employees. Seller agrees to indemnify, save harmless and defend Buyer, its agents, servants and employees from and against any and all such damage, injury loss and expenses, including attorneys' fees and expenses of litigation arising out of or in any manner resulting from or occurring in connection with the execution of the work herein provided for, and work incidental thereto, or occurring in connection with or resulting from the use of Seller's subcontractors, agents or employees or others of any material, tools, implements, appliances, scaffolding ways, condition of previous works or machinery or other personal or real property of Buyer or others. The foregoing shall apply whether any claims resulting in any damages, injury, loss or expense arise under the common law or under any applicable workmen's compensation law or other statute, or otherwise.

(11.1) Procurement Integrity Indemnification

In addition to any other remedies provided by law or under this Purchase Order, if Buyer is subjected to any liability as a result of a failure of Seller or its subcontractors to comply with applicable Government regulations pertaining to the procurement integrity provisions of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. § 423 (1990)), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability resulting directly from such failure.

(11.2) Defective Cost or Pricing Data Indemnification

Seller agrees to hold Buyer harmless to the full extent of any claim, suit, loss, cost, damage, expense (including attorneys' fees), or liability resulting from any defective cost or pricing data order by the United States against Buyer that is the result of Seller's failure to comply with applicable governmental regulation pertaining to accurate, complete and current cost or pricing data.

(11.3) Cost Accounting Standards Indemnification

Seller agrees to hold Buyer harmless to the full extent of any claim, suit, loss, cost, damage, expense (including attorneys' fees), or liability resulting directly from Seller's failure to comply with disclosed practices or applicable cost accounting standards promulgated by the United States Government.

(11.4) Patent Indemnity

Supplier shall indemnify Buyer and its officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of the manufacture or delivery of supplies or the performance of services under this Purchase Order, or out of the use by Buyer of such supplies.

12. Insurance

Every contractor and all parties furnishing services or product to Island City Engineering LLC or any of its subsidiary companies must provide Island City Engineering LLC with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere. All parties shall, at their sole expense, maintain the following insurance:

Property Coverage

Vendor to insure the materials and inventory on site for full replacement cost coverage. Limits must equal the full replacement cost of all equipment (tools) and inventory.

Commercial General Liability - Coverage per ISO Form CG 0001(1-98) 1998 edition or equivalent.

\$1,000,000 Per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal & Advertising Injury

- Additional Insured Endorsement naming Island City Engineering LLC and its Subsidiaries
- Vendors coverage is primary with respect to all insureds and additional insureds

Garage Liability Coverage

\$1,000,000 Per Occurrence
\$1,000,000 Per Occurrence other than Auto
\$2,000,000 Aggregate other than Auto

- Symbol 21 should be used to designate any Auto coverage
- Dealer's General Liability coverage should be primary and non-contributory

- Additional Insured Endorsement naming Island City Engineering LLC and its Subsidiaries

[Note: Subject to approval of Island City Engineering LLC, the Garage Liability policy can be expanded to include General Liability. Garage keepers must be written separately if this is done.]

Garage keepers and Dealers Physical Damage– Comprehensive/Collision/Dealer’s Drive Away

\$1,000,000 Comprehensive - Each Location
\$1,000,000 Collision - Each Location

- Symbol 30 should be used to designate Auto’s left with you for service, repair, storage or safekeeping
- Coverage to apply to Island City Engineering LLC and its subsidiaries apparatus in your possession both at or away from your business location
- Coverage should be Direct-Excess
- \$1,000,000 Dealer’s Drive Away Collision coverage

Automobile Liability

\$1,000,000 Each Accident – Any Automobile

- Additional Insured Endorsement naming Island City Engineering LLC and its Subsidiaries

Umbrella - Provide coverage over the Commercial General Liability, Business Automobile and Employers Liability policies.

\$4,000,000 Per Occurrence
\$4,000,000 Aggregate

- Additional Insured Endorsement naming Island City Engineering LLC and its Subsidiaries.

Workers Compensation -

Coverage A - Statutory Benefits
Coverage B - Employers Liability

\$500,000 Bodily Injury by Accident - Each Accident
\$500,000 Bodily Injury by Disease - Policy Limit
\$500,000 Bodily Injury by Disease - Each Employee

Coverage C - Other States

- Waiver of Subrogation in favor of Island City Engineering LLC

Additional Requirements:

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.

Contractor shall provide at Island City Engineering LLCs request certificates of insurance evidencing the coverages, limits and provisions specified above on or before the execution of the agreement and thereafter upon the renewal of any of the policies. All contractors/vendors will maintain insurance in the following types and minimum amounts with insurance carriers that have an AM Best Rating of no less than "A-XII". Contractor shall require all insurers to provide Island City Engineering LLC with a thirty (30) day advanced written notice of any cancellation or nonrenewal of the policies maintained in accordance with the agreement. Certificate Holder shall read as follows:

Island City Engineering LLC
1800 West Taylor Street
Merrill, WI 54452

13. Bankruptcy

In the event of (a) any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or (b) the appointment with or without the Seller's consent of an assignee for the benefit of creditors or of a receiver, or (c) Seller's ceasing to conduct its operations in accordance with accepted business practices (including inability to meet its obligations as they mature), then Buyer shall be entitled to elect to cancel any unfilled part of this Purchase Order without any liability whatsoever. Whether or not Buyer so elects to cancel, Buyer may, at Buyer's sole election, pay Seller its actual direct out-of-pocket costs of performance hereunder to the date of such cancellation, as approved by Buyer, in which event the goods or uncompleted portions of the goods shall be the property of Buyer and Seller shall safely hold the same for a reasonable time subject to receipt of Buyer's written shipping instructions or other disposition instructions.

14. Waiver

Neither the waiver by Buyer, nor Buyer's failure to insist on performance of any term, condition or provision hereof, nor Buyer's failure to exercise any right or privilege, nor Buyer's waiver of any breaches, shall be or be construed as a waiver of any other term provision, condition, rights, privilege or breach nor a waiver of any subsequent breach of the same term, condition or provision, nor shall it be or be deemed to be a waiver of any provisions of any subsequent Purchase Order. Buyer's rights and remedies provided hereunder and by law shall be cumulative. Any amendment to these terms and conditions must be agreed to in writing by both parties.

15. Subcontracts

In the acceptance of this Purchase Order, it is agreed that all subcontracts will be subject to all the terms and conditions contained herein. Such subcontracts do not relieve Seller of its obligation hereunder.

16. Prices

Seller agrees to deliver the goods sold or services to be furnished to Buyer under this Purchase Order at the prices stated on the face hereof. No additional changes and no price adjustments will be allowed unless agreed to in writing in advance by an authorized officer of Buyer. Seller warrants that such prices are not less favorable than those currently extended to any other customer for the same or like goods or services in equal or less quantities. In the event Seller reduces its price for such goods or services prior to complete delivery of all goods or the furnishing of all services covered by this Purchase Order, Seller agrees to reduce, correspondingly, the price of the goods or services covered hereby. Upon notice to Seller, Buyer

may offset any amounts due Buyer from Seller against amounts due seller. All prices are expressed and shall be payable in U.S. dollars unless otherwise provided on the face hereof.

17. Buyer's Property

All material including tools and equipment furnished or specifically paid for by Buyer and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, shall be kept separate from other materials or tools and shall be clearly identified as the property of Buyer. It shall be the responsibility of the Seller to maintain, keep in good condition, and replace when necessary at Seller's expense all such tools, material and equipment in order that such tools, material and equipment at all times have the capacity to produce parts in conformance with Buyer's Purchase Order. All such replacements shall be the property of Buyer and shall be so identified. Seller assumes all liability for loss or damage, with the exception of normal wear or tear, and agrees to supply detailed statements of Buyer's property in Seller's possession, custody or control at monthly intervals or as otherwise agreed upon to the extent necessary under applicable law. Seller hereby grants to Buyer a security interest in all such tools, material and equipment and agrees to provide Buyer upon request with duly executed financing statements or other documents sufficient in form, when properly filed or recorded, to perfect the same. All such material, tools and equipment, while in Seller's possession, custody or control, shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. All know-how and technical data, whether or not reduced to writing, provided to seller in connection with its performance of this order is confidential and proprietary to Seller and may not be used or disclosed by Seller except as necessary to perform its obligations hereof. All copies of such know-how and technical data shall be returned to Buyer upon the completion, cancellation, or termination hereof.

18. Disputes

- a. Any dispute or claim arising or relating to this Purchase Order which is not settled by agreement between the parties shall, to the extent it involves a claim that is cognizant under the Disputes Clause of the Prime Contract, be presented by Buyer for decision by the Contracting Officer. In the event Seller is not satisfied with the Contracting Officer's decision, Buyer will appeal the Contracting Officer's decision as provided under the Disputes Clause of the Prime Contract.
- b. In presenting Seller's claim for decision by the Contracting officer or appealing from the decision of the Contracting Officer:
 - (i) Buyer shall proceed to present the claim or to appeal from the decision, as the case may be, on behalf of Seller in the manner prescribed in the Prime Contract;
 - (ii) Buyer shall cooperate with and assist Seller in every way necessary to prepare and present Seller's claim or the appeal from the decision of the Contracting Officer;
 - (iii) Buyer shall allow its name to be used in presenting the claim to the Contracting Officer and in any appeal from the decision of the Contracting Officer and shall make witnesses under the Prime Contract available as needed; (iv) Costs incurred by the parties in the proceedings

shall be paid by the party incurring them without prejudice to any right such party may have otherwise to recoupment or allowance.

Disposition of a claim under the procedure provided in the Prime Contract shall be final and conclusive between the parties. Pending final disposition of any claim decided by the Contracting Officer and any appeal from the Contracting Officer's decision, Seller shall proceed diligently with performance of this Purchase Order in the manner directed by Buyer.

- c. If and to the extent that any dispute or claim arising under or relating to this Purchase Order which is not settled by agreement between the parties does not involve a claim that is cognizable under the Disputes Clause of the Prime Contract, either party may proceed to resolve the dispute in any court of competent jurisdiction.

19. Configuration Statement

The item described on our drawing is the only configuration approved by Island City. No changes shall be made to this part or sub-component, processes and/or manufacturing location without prior notification and approval from Island City.

20. Force Majeure

Neither party shall be responsible to the other for any failure or delay in performing any of its obligations under this Purchase Order due to unforeseeable causes beyond the control and without the fault or negligence of such party, including without limitation, acts of God or of the public enemy, acts of the United States Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If Seller's failure or delay in performing any of its obligations under this Purchase Order are caused by delays or failures to perform by Seller's suppliers and subcontractors, and if such delays or failures arise out of any of the foregoing causes, then Seller shall not be liable for its delays or failures to perform, unless the supplies and/or services to be furnished by the suppliers or subcontractors were obtainable from other sources in sufficient time to permit the Seller to meet its obligations under this Purchase Order. The occurrence of circumstances constituting a force majeure hereunder shall excuse a party from performance of its obligations only to the extent that actual performance is thereby affected, it being understood that to the extent performance is not thereby affected, a party shall continue to perform its obligations in accordance with the terms thereof. A party shall immediately notify the other party when it becomes aware of circumstances constituting a force majeure as above provided or which with the passage of time could result in a force majeure.

21. Default

- a. Buyer may, by written notice of default to Seller, terminate this Purchase Order or any part thereof if the Seller fails: (1) to deliver the articles to be furnished under this Purchase Order in accordance with the delivery schedules specified herein, or any extensions thereof by Change Order; (2) to replace or correct defective articles in accordance with the provisions of this Purchase Order; or (3) to perform any of the other provisions of this Purchase Order, or to make progress as to endanger performance of this Purchase Order in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such other period as the

government shall authorize in writing) after receipt of notice from Buyer specifying such failure.

- b. In the event of termination pursuant to this Clause, Buyer may purchase similar articles elsewhere on such terms and in such a manner as Buyer may deem appropriate and the Seller shall be liable to Buyer for any excess costs occasioned Buyer thereby.
- c. If, after notice of default under Paragraph (a) hereof, it is determined that Seller was not in default or that the failure to perform this Purchase Order is due to causes within the meaning of the clause herein entitled "Force Majeure", said notice shall be deemed to have been issued pursuant to the clause herein entitled, "Termination" (FAR 52.249-2), and the rights and obligations of the parties hereto shall be governed by that clause. No such cause shall excuse Seller unless Seller has notified Buyer in writing of the existence of the cause within ten (10) days from the beginning thereof.
- d. Seller may, by written notice of default to Buyer, terminate this Purchase Order if the Buyer fails to perform any of the provisions of this Purchase Order, the failure to perform constitutes a material breach, and Buyer does not correct such failure within a period of thirty (30) days (or such longer period as Seller may authorize in writing) after receipt of notice from Seller specifying such failure.
- e. Buyer's liability arising out of its failure to perform any of the provisions of this Purchase Order shall be limited to Seller's direct damages resulting therefrom; and in no event shall Buyer be liable for special, indirect, incidental or consequential damages, whether in contract, tort, negligence, strict liability or otherwise. In the event Buyer shall withhold payment to Seller for reasons claimed by Buyer as legally justified, Seller shall not terminate this Purchase Order as above provided until either (i) the issue of Buyer's conduct has been resolved against Buyer under the clause hereof entitled "Disputes" or (ii) Buyer has expressly waived in writing the application of such clause.

22. Certification of Requests for Adjustments or Relief Exceeding \$50,000

- a. If Buyer submits to the Government any contract claim, request for adjustment to or interpretation of contract terms, request for relief under Public Law 85-804 or other similar request exceeding \$50,000, and such claim or request includes or is based upon a claim or request exceeding \$50,000 made by Seller to Buyer, Seller shall, at Buyer's request submit the following certificate executed by Seller, if an individual, by a senior company official in charge at Seller's plant or location involved, or by an officer or general partner of Seller having overall responsibility for the conduct of the Seller's affairs:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Seller believes Buyer is liable.

- b. In conjunction with the certification in Paragraph (a), Seller shall make its claim in writing and provide full disclosure of all relevant facts, including cost and pricing data.
- c. The certification requirement in Paragraph (a) hereof does not apply to a voucher, invoice, or other routine request for payment that is not in dispute. However, where such submission is subsequently disputed either as to liability or amount or not acted upon in a reasonable time, it may become a claim or request subject to the certification requirement in Paragraph (a).

23. Value Engineering

Buyer's Prime Government Contract contains the VALUE ENGINEERING clause in FAR 52.248-1 (OCT 2010). Value engineering is concerned with eliminating nonessential functions or components of end items or tasks which contribute to the cost of their being acquired, operated, or logistically supported. Seller may suggest changes which would reduce overall cost to the Government by submitting a value engineering change proposal as defined in FAR 52.248-1 to Buyer. Seller shall share equally with Buyer in any savings resulting from the Government's acceptance of Seller's proposal pursuant to the Value Engineering clause in Buyer's Prime Government Contract.

24. Limitation of Liability

- a. Except as provided below, Seller shall not be liable for loss of or damage to property of the Government (excluding the articles delivered under this contract which are incorporated by Buyer into the supplies delivered to the Government under Seller's Prime Government Contract) occurring after the Government's acceptance of such supplies and resulting from any defects or deficiencies in such articles.
- b. The foregoing limitations shall not apply when the defects or deficiencies in such articles or the Government's acceptance of such supplies resulted from willful misconduct or lack of good faith on the part of any of Seller's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or direction of:
 - (i) all or substantially all of Seller's business; or
 - (ii) all or substantially all of Seller's operations at any one plant or separate location, in which this contract is being performed; or
 - (iii) a separate and complete major industrial operation in connection with the performance of this contract.
- c. Notwithstanding Paragraph (a), if Seller carries insurance or has established a reserve for self-insurance covering liability for damages or losses suffered by the Government through purchase or use of the supplies, which Buyer is required to deliver to the Government under Buyer's prime contract and in which Buyer has incorporated the articles delivered by Seller under this Purchase Order, Seller shall be liable to the extent of such insurance or reserve for self-insurance for damages or losses to property of the Government occurring after the Government's acceptance of such supplies and resulting from any defects or deficiencies in such articles.
- d. The substance of this clause, including this paragraph (d) suitably altered to reflect the relationship of the contracting parties shall be included in all subcontracts hereunder.

25. Public Releases

Neither party shall make any news releases or public announcements regarding this Purchase Order without the prior written consent of the other party.

26. Non-Assignability

Neither this Purchase Order nor any interest therein shall be assigned by Seller without the prior written consent of Buyer.

27. Repair Part Support

Seller agrees to make available to Buyer (at a location mutually agreed upon by the parties) all assembly and assembly components for service requirements for the articles furnished under this Purchase Order at Seller's list price in effect from time to time less a discount at least equivalent to that offered its most favored customers, taking into account further such other relevant factors as the cost savings that may be effected through quantity purchases, for a minimum of 14 years from the delivery by Buyer to the government of the last article, or part or assembly therefore, under the Prime Contract.

28. Taxes

Except as Buyer has otherwise provided in this Order, the prices stated in the Order include all applicable Federal, state and local taxes and duties.

29. Risk of Loss and Responsibility for Supplies

- a. When this Order specifies that the designated delivery point is F.O.B. carrier, Seller's plant, risk of loss (used in this clause to include damage, destruction, theft or other loss of the supplies) shall pass to Buyer upon delivery of the items to the common carrier by Seller properly addressed, labeled and consigned, and Buyer shall be responsible for asserting any claims against the carrier and for maintaining any required insurance against loss in transit.
- b. When this Order specifies that the designated delivery point is F.O.B. destination, risk of loss shall remain with Seller until delivery of the items to Buyer, and Seller shall be responsible for asserting any claims against the carrier and for maintaining any required insurance against loss in transit.
- c. Seller shall be responsible for the supplies covered by this Order until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to Buyer at the designated delivery point and prior to acceptance by Buyer or rejection and giving notice thereof by Buyer, Buyer shall be responsible for risk of loss. Passing of the risk of loss shall not constitute acceptance or relieve Seller of any of its obligations hereunder. Seller shall bear all risks of loss as to properly rejected supplies after timely written notice of rejection has been given, except that Buyer shall be responsible for risk of loss as to the rejected supplies if such loss results from the negligence of officer, agents or employees of Buyer.

30. Responsibility for Property

Unless otherwise provided in this Order, Seller, upon delivery to it by Buyer or manufacture or acquisition by Seller, of any materials, parts, tooling or other property, the title of which is in the Buyer or the Government, assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller, in accordance with provisions of this Order, but in any event upon completion thereof, shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear.

31. Government Approval of Subcontractor

The Buyer's offer is contingent upon the approval by the Administrative Contracting Officer of this Purchase Order, as applicable..

32. Industrial Offset Credit/Cooperation

This Contract has been entered into in direct support of ISLAND CITY ENGINEERING LLC's international offset programs. To the exclusion of all others, all industrial benefits or offset benefit credits resulting from this Contract are the sole property of ISLAND CITY ENGINEERING LLC to be applied to the offset program of its choice. SELLER shall provide documentation or information that ISLAND CITY ENGINEERING LLC or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits. SELLER agrees to assist ISLAND CITY ENGINEERING LLC in securing appropriate offset credits from the respective country government authorities.

SELLER agrees to use reasonable efforts to identify the foreign content of goods that SELLER either produces itself and/or procures from subcontractors for work directly related to this Contract. Promptly after selection of a non-U.S. subcontractor for work under this Contract, SELLER shall notify ISLAND CITY ENGINEERING LLC of the name, address, subcontract point of contact (including telephone number and e-mail address) and dollar value of the subcontract.

In the case of an International Transaction, Seller agrees that ISLAND CITY ENGINEERING LLC, its subsidiaries, affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that ISLAND CITY ENGINEERING LLC may have with Seller's country, subject to the offset qualifying laws, rules and regulations of that country.

33. Change Order Accounting

Change Order accounting shall be used whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Seller shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Seller must maintain such accounts until the parties agree to an equitable adjustment for the Changes ordered by the Seller or the matter is conclusively disposed of in accordance with the Disputes Clause.

34. Manufacturer's Identification Symbol Listing Requirement

a. Definitions.

- (i) MANUFACTURER, as used in this clause, means the actual source which substantially makes a product out of raw materials.
- (ii) MANUFACTURER'S IDENTIFICATION SYMBOL, as used in this clause, means a unique marking or logo normally applied to threaded steel fasteners during the manufacturing process that distinguishes such products from similar products of other manufacturers.

- b. This clause establishes requirements to advance the Government's objective that all threaded steel fasteners procured from a Government or contractor-owned technical data package (TDP), as further described herein, be identified by a manufacturer's identification symbol listed by the Defense Industrial Supply Center (DISC).

- c. This clause applies to end items:
- (i) where the government TDP specifies the use of Steel Cap Screws (threaded steel fasteners) in accordance with Federal Specification FF-S-85C, American National Standards Institute B 18.2.1-1981, and various Military Standard drawings which specify SAE Alloy Steel; or
 - (ii) in which threaded steel fasteners of a unique contractor design are employed pursuant to a contractor-owned TDP.
- d. The Seller agrees to furnish to the Buyer end items which contain only threaded steel fasteners procured by a manufacturer whose identification symbol has been listed by DISC. If the manufacturer's symbol has not been listed by this agency, the manufacturer should submit its symbol to DISC at the following address without delay for immediate listing:
- Defense Industrial Supply Center
ATTN: DISC-ESA
700 Robbins Avenue
Philadelphia, PA 19111-5096
Phone (877) 352-2255
<http://www.dscp.dla.mil>
- e. The DISC list of manufacturer's identification symbols includes those manufacturers that were listed with the American Society of Mechanical Engineers (ASME) as of June 30, 1988. Manufacturers listed with ASME as of June 30, 1988 need not apply for listing by DISC.
- f. The Seller is responsible for ensuring that all hardware procured from a Government TDP meets the specifications of the TDP, and that all threaded steel fasteners employed in and items procured from either a Government or contractor-owned TDP reflect a manufacturer's identification symbol listed by DISC.

35. Federal Acquisition Regulation Clauses

- (1) The referencing of the appropriate provisions of the Federal Acquisition Regulation (FAR) and the DoD Federal Acquisition Regulation Supplement (DFARS) shall conclusively establish their applicability, as well as their incorporation into this Purchase Order by reference with the same force and effect as though set forth in full. Purchase Orders for qualified FASA Commercial Items are subject to paragraphs 1-33, above, and only those clauses in this paragraph 34 designated "FCI."
- (2) Definitions
- a. Whenever the term "supplies" is used in the FAR clauses incorporated herein by reference, it shall mean the articles furnished under this Purchase Order.
 - b. Whenever the terms "contractor" or "subcontractor" are used in the FAR clauses incorporated herein by reference, they shall mean Seller.
 - c. Whenever the terms "contract" or "subcontract" are used in the FAR clauses incorporated herein by reference, they shall mean this Purchase Order.

- d. Whenever the term "prime contract" is used, it shall mean the contract between the Buyer and the Government.
- e. Where appropriate to the meaning and "flow-down" character of the clause, "Government" should be read to mean, "Buyer."

(3) The following FAR clauses are incorporated herein by reference:

- a. FAR Clause revision dates and titles were updated as of **April 7, 2017**.
- b. NOTE: FCI Indicates that Clause also applies to FASA Commercial Items.

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.202-1	DEFINITIONS	NOV 2013
	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR 1985
FCI	52.203-3	GRATUITIES (change "government" to "buyer" in (c) and (d) and "contract" to "prime contract" in (c))	APR 1984
	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
FCI	52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
	52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
FCI	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
FCI	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
	52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
FCI	52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
	52.204-2	SECURITY REQUIREMENTS	AUG 1996
	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52-204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	Oct 2016
	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	Oct 2016
FCI	52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS	JUN 2016
	52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA	MAY 2014
	52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
FCI	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	Oct 2015
FCI	52.211-5	MATERIAL REQUIREMENTS ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.)	AUG 2000
	52.211-6	BRAND NAME OR EQUAL	AUG 1999
	52.211-7	ALTERNATIVES TO GOVERNMENT UNIQUE STANDARDS	NOV 1999
	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE EMERGENCY PREPAREDNESS AND ENERGY PROGRAM USE	APR 2008
	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR 2008
FCI	52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	FEB 2012
	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	MAY 2015
	52.212-5 Alt II	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS	MAY 2015

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS—(ALTERNATE III (OCT 1997))	OCT 2010
	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACTOR EFFORTS	OCT 2009
	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
	52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
	52.216-8	FIXED FEE	JUN 2011
	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
	52.216-22	INDEFINITE QUANTITY	OCT 1995
	52.219-2	EQUAL LOW BIDS	OCT 1995
	52.216-29	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION	FEB 2007
	52.216-30	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS NON-COMMERCIAL ITEM ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION	FEB 2007
	52.216-31	TIME-AND-MATERIALS/LABOR HOUR PROPOSAL REQUIREMENTS COMMERCIAL ITEM ACQUISITION	FEB 2007
FCI	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	Nov 2016
FCI	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) –ALTERNATE II (Oct 2001)	OCT 2015 OCT 2001
FCI	52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (“Contracting Officer” means Buyer’s Purchasing Representative)	FEB 1997
	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION	JUL 2005
	52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
	52.222-7	WITHOLDING OF FUNDS	MAY 2014
	52.222-8	PAYROLL AND BASIC RECORDS	MAY 2014

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.222-9	APPRENTICES AND TRAINEES	JUL 2005
	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
	52.222-12	CONTRACT TERMINATION – DEBARMENT	MAY 2014
	52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
	52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
	52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
	52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	Oct 2016
	52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING \$15,000	MAY 2014
	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB 1999
	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
FCI	52.222-26	EQUAL OPPORTUNITY (but only sub-paragraphs (c) (1) through (c) (11)).	Sep 2016
	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	MAY 2010
	52.222-29	NOTIFICATION OF VISA DENIAL	Apr 2015
FCI	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
FCI	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (if this Purchase Order exceeds \$15,000)	OCT 2010
	52.222-37	EMPLOYMENT REPORTS ON VETERANS	Feb 2016
FCI	52.222-39	RESERVED	
FCI	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR REALTIONS ACT	DEC 2010
	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
FCI	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	Oct 2015
FCI	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
FCI	52.222-59	COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)	DEC 2016
FCI	52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER)	OCT 2016
FCI	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (All orders meeting criteria of FAR 23.303 and Appendix A of Federal Standard 313B).	JAN 1997
	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
	52.223-6	DRUG FREE WORKPLACE	MAY 2001
	52.223-7	NOTICE OF RADIOACTIVE MATERIALS (Applies to subcontracts for the supply of radioactive materials).	JAN 1997
	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
	52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
	52.223-13	RESERVED	
	52.223-14	RESERVED	
	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
	52.224-2	PRIVACY ACT	APR 1984
FCI	52.225-1	BUY AMERICAN ACT - SUPPLIES	FEB 2009
	52-225-3	BUY AMERICAN ACT – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT	MAY 2012
	52-225-8	DUTY-FREE ENTRY	OCT 2010
	52.225-10	NOTICE OF BUY AMERICAN ACT - CONSTRUCTION MATERIALS	FEB 2009
	52.225-11	BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	MAY 2012
	52.225-12	NOTICE TO BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	FEB 2009

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
	52.225-15	RESERVED	
	52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
FCI	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE U.S.	OCT 2016
	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
	52.227-1	AUTHORIZATION AND CONSENT (applicable to Research and Development subcontracts). (Except in subparagraph (a)(1) "this contract" means the prime contract and "through the Buyer" is inserted after "Contracting Officer.")	DEC 2007
FCI	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (if this Order equals or exceeds \$25,000. Except "Contracting Officer" means Buyer and "Government" means Government or Buyer).	DEC 2007
	52.227-3	PATENT INDEMNITY (Except in this clause "Government" means "Buyer")	APR 1984
	52.227-6	ROYALTY INFORMATION	APR 1984
	52.227-9	REFUND OF ROYALTIES (Applies only to subcontracts in which royalties of more than \$250 have been reported during negotiation)	APR 1984
	52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (Applicable only to subcontracts likely to cover classified subject matter.)	DEC 2007
	52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (Long Form) (Applies only to subcontracts for experimental, developmental, or research work performed by other than a small business or a non profit organization.)	DEC 2007
	52.227-13	PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (Applies to subcontracts for experimental, developmental or research work. The Contractor shall not obtain rights in the supplier's subject inventions).	DEC 2007
	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
	52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
	52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
	52.229-8	TAXES – FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
	52.230-1	Cost Accounting Standards Notices and Certification (excludes sub paragraph b)	OCT 2015
	52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
	52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION	MAY 2012
	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
	52.232-1	PAYMENTS	APR 1984
	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG 2012
	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
	52.232-11	EXTRAS	APR 1984
	52.232-16	PROGRESS PAYMENTS	APR 2012
	52.232-17	INTEREST	MAY 2014
	52-232-20	LIMITATION OF COST	APR 1984
	52-232-22	LIMITATION OF FUNDS	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS ALTERNATE 1	MAY 2014 APR 1984
	52.232-25	PROMPT PAYMENT	Jan 2017
	52.232-37	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION	JUL 2013
	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
	52.233-1	DISPUTES ALTERNATE 1	MAY 2014 DEC 1991
	52.233-3	PROTEST AFTER AWARD ALTERNATE 1	AUG 1996 JUN 1985

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	DEC 1994
	52.236-13	ACCIDENT PREVENTION	NOV 1991
	52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997
	52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN 1997
	52.242-10	RESERVED	
	52.242-12	RESERVED	
	52.242-13	BANKRUPTCY	JUL 1995
	52.242-15	STOP WORK ORDER ALTERNATE 1	AUG 1989 APR 1984
	52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
	52.243-1	CHANGES—FIXED PRICE Alternate II	AUG 1987
	52-243-2	CHANGES – COST REIMBURSEMENT (ALTERNATE V)	AUG 1987
	52-243-3	CHANGES – TIME AND MATERIAL OR LABOR HOURS	SEP 2000
	52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
	52.243-7	NOTIFICATION OF CHANGES	APR 1984
	52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 JUN 2007
	52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
FCI	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	Jan 2017
	52.245-1	GOVERNMENT PROPERTY	APR 2012

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE ("Contracting Officer" means Buyer's Purchasing Representative or his authorized designee and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the government will be deemed acceptable to the Buyer), and the first time it appears in paragraph (k) it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.	AUG 1996
	52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT	MAY 2001
	52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
	52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984
	52.246-6	INSPECTION – TIME AND MATERIAL AND LABOR – HOUR	MAY 2001
	52.246-9	INSPECTION AND RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984
	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984
	52.246-23	LIMITATION OF LIABILITY	FEB 1997
	52.246-24	LIMITATION OF LIABILITY—HIGH-VALUE ITEMS – Do not replace "subcontracts" in (f) or (g) with "this Purchase Order". Items to be provided at time of award. This clause is ineffective unless the Seller has obtained prior approval for its inclusion in this Purchase Order.	FEB 1997
	52.246-25	LIMITATION OF LIABILITY—SERVICES – (Applies only to subcontracts exceeding \$25,000).	FEB 1997
	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notations shall read: US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND. (Does not apply to foreign contractors)	FEB 2006
	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
FCI	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause also applies to FASA Commercial Items			
	52.248-1	VALUE ENGINEERING ("Contracting Officer" means Buyer's Purchasing Representative except in paragraph (j), sentence 3. "Government" means Buyer in paragraphs (e)(1), (e)(2), (g)(4), and (i)(4), and means Government and Buyer in paragraph (m), sentence 1 and in sentence 2 of the legend. Replace the share percentage figures in paragraphs (f) and (j) with those the parties agree upon.)	OCT 2010
	52-249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
FCI	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ("Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer except in paragraph (m). In paragraph (d) the term "45 days" is changed to "90 days." The term "1 year" in paragraph (e) is changed to "6 months.")	APR 2012
	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY 2004
FCI	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
	52.249-14	EXCUSABLE DELAYS	APR 1984
	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (i) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with unauthorized deviation is indicated by the addition of "(DEVIATION)" after the The use in this solicitation or contract of any DoD Federal Acquisition Regulation Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.	APR 1984

The following DoD FAR SUPPLEMENT "DFARS" clauses are incorporated herein by reference:

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
FCI Indicates that Clause applies to FASA commercial Items			
	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP 2011
	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC 2008
	252.203-7002	REQUIREMENT TO INFORM EMPLOYEE OF WHISTLE BLOWER	SEP 2013

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
		RIGHTS	
	252.203-7004	DISPLAY OF HOTLINE POSTER(S)	JAN 2015
	252.204-7000	DISCLOSURE OF INFORMATION	Oct 2016
	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB 2014
	252.204-7008	EXPORT-CONTROLLED ITEMS	APR 2010
	252.204-7010	REQUIREMENT FOR CONTRACTOR TO NOTIFY DoD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE US-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL	JAN 2009
	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	Oct 2016
	252.204-7015	DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS	May 2016
	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC 1991
	252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT FURNISHED MATERIAL (Applies only to subcontracts for items containing precious metals)	DEC 1991
	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, 63 FED. REG. 14836,3.27-98	Oct 2015
	252.211-7000	ACQUISITION STREAMLINING	OCT 2010
	252-211-7003	ITEM IDENTIFICATION AND VALUATION (ALTERNATE 1)	JUN 2011 DEC 2011
	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV 2005
	252.215-7000	PRICING ADJUSTMENTS	DEC 2012
	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC 2012
	252.217-7000	EXERCISE OF OPTION TO FULFILL FOREIGN MILITARY SALES COMMITMENTS (ALTERNATE 1)	DEC 1991
	252.217-7003	CHANGES	DEC 1991
	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV 1995
	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG 2012

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
	252.219-7009	SECTION 8 (a) DIRECT AWARD	SEP 2007
	252.222-7000	RESTRICTIONS ON EMPLOYMENT OF PERSONNEL	MAR 2000
	252.222-7006	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC 2010
	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY 1994
	252.223-7003	CHANGE IN PLACE OF PERFORMANCE – AMMUNITION AND EXPLOSIVES	DEC 1991
	252.223-7004	DRUG-FREE WORK FORCE	SEP 1988
	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
	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY 2011
	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN 2012
	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC 2012
	252-225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION AFTER AWARD	OCT 2010
	252-225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT 2010
	252-225-7007	PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	SEP 2006
	252-225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS	OCT 2014
FCI	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	Dec 2016
	252-225.7013	DUTY-FREE ENTRY	May 2016
	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN 2005
	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN 2011
	252.225-7021	TRADE AGREEMENTS	Dec 2016
	252.225-7022	TRADE AGREEMENTS CERTIFICATE – INCLUSION OF IRAQI END PRODUCTS	SEP 2008
	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC 2009

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR 2003
	252.225-7030	RESTRICTION ON ACQUISTION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC 2006
	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 2005
	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS	APR 2003
	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR 2003
	252.225-7036	BUY AMERICAN ACT – NORTH AMERICAN FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM	JUN 2012
	252.225-7040	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES	FEB 2013
	252.225-7043	ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE U.S.	MAR 2006
	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN 2013
	252.225-7993	PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS	JAN 2012
	252.225-7994	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS	JAN 2012
	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEPT 2004
	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
	252.227-7015	TECHNICAL DATA COMMERCIAL ITEMS	FEB 2014
	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN 2011
	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN 2011
	252.227-7018	RIGHTS IN NON-COMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE --SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM	MAR 2011
	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE	SEP 2011

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN 1995
	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY 2013
	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR 1988
	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN 1995
	252.227-7030	TECHNICAL DATA—WITHHOLDING OF PAYMENT	MAR 2000
	252.227-7033	RIGHTS IN SHOP DRAWINGS	APR 1966
	252-227-7034	RESERVED	
	252-227-7036	RESERVED	
	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	JUN 2013
	252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)	JUN 2012
	252.228-7001	GROUND AND FLIGHT RISK	JUN 2010
	252.229-7001	TAX RELIEF	JUN 1997
	252.229-7011	REPORTING OF FOREIGN TAXES – US ASSISTANCE PROGRAMS	SEPT 2005
	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC 1991
	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC 1991
	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN 2012
	252.232-7004	DoD PROGRESS PAYMENT RATES	OCT 2001
	252.234-7002	EARNED VALUE MANAGEMENT SYSTEM	MAY 2011
	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM	NOV 2014
	252.235-7003	FREQUENCY AUTHORIZATION – BASIC	MAR 2014
FCI	252.236-7013	REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS AND MANUFACTURERS	JAN 2009
FCI	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN 2013

<u>*FCI</u>	<u>REGULATORY CITE</u>	<u>TITLE</u>	<u>DATE</u>
	252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES	SEP 2006
	252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES	DEC 1991
	252.239-7018	SUPPLY CHAIN RISK	NOV 2013
	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY 2011
	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC 1991
	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC 2012
FCI	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	JUN 2013
	252.245-7001	TAGGING, LABELING AND MARKING OF GOVERNMENT- FURNISHED PROPERTY	APR 2012
	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR 2012
	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR 2008
	252.246-7001	WARRANTY OF DATA ALTERNATE I ALTERNATE II	MAR 2014 DEC 1991 DEC 1991
FCI	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN 2013
	252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM	MAY 2014
	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	SEP 2010
	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG 1992
FCI	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III	APR 2014 JUN 2013
FCI	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR 2000
	252.247-7028	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	JUN 2012
	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT 2010

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