



PURCHASE ORDER TERMS AND CONDITIONS

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LIST OF ATTACHMENTS

Attachment A – FAR/DFAR Clauses



Where appropriate, any references contained in this agreement or within any Attachments with the term “Government” shall mean Buyer, “Contractor” shall mean Seller, and “Contract” shall mean Purchase Order. The terms “Government” or “Contracting Officer” do not change: (i) when a right, act, authorization, or obligation can be granted or performed only by the Government, (ii) when access to proprietary financial information or other proprietary data is required, (iii) when title to property is to be transferred directly to the Government.

Article 1. STATEMENT OF WORK

As determined by individual Purchase Orders.

Article 2. PURCHASE ORDER TYPE/FEE

The Seller shall provide services and material in accordance with the Statement of Work determined by individual Task/Purchase Orders. The type of Task/Purchase Order shall be Firm Fixed Price.

Article 3. CONSIDERATION

The total estimated cost Not to Exceed will be based on individual purchase orders.

Article 4. INVOICING INSTRUCTIONS

A. Invoices/vouchers shall be submitted not more frequently than once per month covering the amount claimed to be due for services rendered and costs incurred hereunder. They will be submitted not later than 10 days after the service is performed. Invoices shall be submitted to:

Prism Maritime LLC
1416 Kelland Drive, Suite B
Chesapeake, VA 23320
Attn: Accounts Payable

or via email to AccountsPayable@PrismMaritime.com

B. Invoices/vouchers will contain the following information:

1. Purchase Order Number
2. Delivery Order Number, if applicable
3. Date of Invoice
4. Invoice Period of Performance
5. Invoice or Voucher Number
6. Purchase Order Value
7. Invoice per Purchase Order Line Item
8. Additional information as requested



The last invoice will be identified as the “Final Voucher”.

- C. Payment terms are ten (10) working days after Buyer receives payment from the Government for Seller's work, **or as detailed on the Purchase Order.**
- D. All payments made under the Purchase Order will be mailed to the address provided by the Seller.

Article 5. DELIVERIES OR PERFORMANCE

- A. Task/Performance under this Purchase Order within the overall period of performance as set forth in Article 12 below and under the funds (if applicable) allotted hereto.
- B. In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DoD (DD 522.22-M) National Industrial Security Program Operations Manual (NISPOM).
- C. Limitation of Costs. The Seller will notify the Buyer in writing whenever it has reason to believe that the costs that the Seller expects to incur will exceed 75% of the authorized purchase order award. The Buyer is not obligated to reimburse the Seller for costs incurred in excess of the amount specified on the individual purchase order award.

Article 6. DESCRIPTION/SPECIFICATIONS

A. REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in the Purchase Order, the quality of all services/products rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses or certifications required by the government or individual worksite facility.

B. DELIVERY OF DATA

Time and delivery of data is specified per Task/Purchase Order or Prism's Technical Manager.



Article 7. POINTS OF CONTACT

CONTRACT ADMINISTRATION

TECHNICAL LIAISON

Buyer:

Per Purchase Order
Prism Maritime LLC
1416 Kelland Dr. Suite B
757-460-8800
757-460-8803 Fax
Contracts@PrismMaritime.com

Per SOW
Prism Maritime LLC
1416 Kelland Dr, Suite B
757-460-8800
757-460-8803 Fax

Article 8. PREPARATION FOR DELIVERY

A. PACKAGED ITEMS

Store, Package and ship required materials (including hazardous materials) in accordance with federal, state and local laws and regulations.

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

Article 9. PLACE OF DELIVERY

All data items to be delivered under this Purchase Order shall be delivered, transportation charges paid by the Seller, to:

See Purchase Order



Article 10. WEEKLY/MONTHLY REPORTING

See Statement of work, if applicable.

Article 11. HOLIDAYS

Federal Holidays shall be observed as follows:

Name of Holiday

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES – As approved by Buyer.

Article 12. PERIOD OF PERFORMANCE

The Period of Performance shall be the date determined per individual Statement of Work/Purchase Order.

Article 13. SECURITY/SAFETY REQUIREMENTS

The Seller will ensure that their personnel comply with all applicable DoD, DoN, NAVSEA, and local Navy Installation security instructions, policies, procedures and guidance both on and off Government property at remote sites or travel destinations, to include following proper check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access. All CAC or Entry Badges will be returned promptly upon employee separation or termination/completion of task order.

The Seller shall comply with all applicable DoD, DoN, NAVSEA, and local Navy Installation Safety instructions, policies, procedures and guidance while on and off Government property, remote sites or travel destinations. The Seller shall request clarification of safety procedures and guidance from the Buyer in any case where ambiguity or confusion may arise. All unsafe working conditions shall be reported immediately.

This effort shall be deemed unclassified.



- Article 14. **OTHER DIRECT COSTS**
Material limitation amount as specified in individual Purchase Order.
- Travel as required per individual Purchase Orders must be in accordance with the Joint Travel Regulations and Federal Travel Regulations.
- Article 15. **GOVERNMENT FURNISHED/ACQUIRED PROPERTY (GFE)**
Government Property provided to or acquired by the Seller as authorized in writing by the buyer is subject to the provisions of the FAR regulating Government Property.
- The Seller shall establish and maintain adequate control records for all GFE/GFM.
- Article 16. **NON SOLICITATION AGREEMENT**
During the period of performance of this Purchase Order, neither party hereto shall solicit for hire nor knowingly allow its employees to solicit for hire any employee of the other associated with the performance of this Purchase Order. This shall not preclude employees of either party from responding to job postings published in newspapers or websites by either party.
- Article 17. **ASSIGNMENT OF AGREEMENT**
This Purchase Order may not be assigned or otherwise transferred by the Seller in whole or in part without the express prior written consent of the other party, which consent will not unreasonably be withheld. The foregoing shall not apply in the event either party shall change its corporation name or merge with another corporation.
- Article 18. **WAIVER OF AGREEMENT**
This Purchase Order shall not be amended or modified, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both the Buyer and the Seller. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- If any part, term, or provision of this Purchase Order shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local Government having jurisdiction, the validity of the remaining portion or provisions shall not be affected thereby.



Article 19. TERMINATION
FAR 52.249.6 is hereby incorporated in this Purchase Order as if set forth in full.

Article 20. INSURANCE
The Seller, at the Seller's expense, agrees to maintain, during the continuance of this contract, insurance with of at least the kinds and minimum amounts set forth below:

- A. General Liability – Coverage shall be written with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This shall include coverage for third party bodily injury and property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability.
- B. Automobile Liability – Coverage shall be written for any auto, hired auto, and non-owned auto utilized in performance with limits not less than \$1,000,000 per occurrence combined single limit, for bodily injury, and property damage liability.
- C. Workers Compensation and Employer's Liability - Coverage shall comply with the obligations imposed by the laws of the state where work will be performed. Where applicable, coverage of US Longshore and Harbor Workers' Compensation Act (USL&H), the Jones Act, with limits not less than \$1,000,000 per each accident, each employee by disease, and each occurrence.
- D. Waiver of Subrogation – Seller shall have policy endorsed to waive the insurer's rights of subrogation in favor of Prism Maritime LLC.
- E. Additional Insured – Seller shall have Buyer (Prism Maritime LLC) named as Additional Insured.

The Seller shall provide a copy of their Certificate of Insurance prior to the start of work.

Furthermore, the Seller agrees to indemnify, defend and hold the Buyer, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses (including profit or fee), expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable arising out of or relating to any claim, act, error or omission, breach of any representation, warranty, infringement of any United States patent,



copyright, trademark, trade secret or any proprietary right, or misconduct of Seller, its officers, directors, agents, employees or subcontractors.

Article 21. RELATIONSHIP OF THE PARTIES

Seller shall remain an independent contractor, responsible for its own employees, property, liabilities and expenses. Buyer and Seller shall not be in the fiduciary relationship with each other and only those obligations stated in this Agreement shall exist.

Article 22. WARRANTIES

In accordance with FAR 52.246-20:

(a) *Definition.* “Acceptance,” as used in this clause, means the act of an authorized representative of the Buyer by which the Buyer assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall give written notice of any defect or nonconformance to the Seller *within 30 days from the date of acceptance by the Buyer.* This notice shall state either—

- (1) That the Seller shall correct or re-perform any defective or nonconforming services; or
- (2) That the Buyer does not require correction or re-performance.

(c) If the Seller is required to correct or re-perform, it shall be at no cost to the Buyer, and any services corrected or re-performed by the Seller shall be subject to this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost occasioned to the Buyer thereby, or make an equitable adjustment in the contract price.

(d) If the Buyer does not require correction or re-performance, the Buyer shall make an equitable adjustment in the contract price.



The aforementioned shall survive the delivery, inspection and acceptance, and payment by the Buyer.

Article 23. CONFIDENTIALITY

All information disclosed by either Party to the other shall be deemed to be “Proprietary Information” provided that written information is clearly marked in a conspicuous place as Proprietary Information, and verbal information is confirmed in writing as Proprietary Information no later than ten (10) working days after such disclosure. Such information is for the purpose of facilitation of work on the BOA scope only and shall be kept in confidence by the receiving party. Furthermore, such Information, data, documents, or other material shall not be used for any other purpose by the Seller without the prior approval of Buyer.

Article 24. ORDER OF PRECEDENCE

The following provisions are incorporated and/or attached to this Purchase Order and made a part thereof.

Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order:

- (a) Statement of Work
- (b) Terms and Conditions (this document)
- (c) Attachments
- (d) Seller’s proposal/estimate

Article 25. SUPERSEDING EFFECT

This Purchase Order supersedes all written or verbal agreements, if any, and constitutes the entire agreement between the parties hereto with respect to this Purchase Order.

Article 26. GOVERNING LAWS

This Purchase Order shall be construed and interpreted by the Laws of the Commonwealth of Virginia.

Article 27. BUSINESS COSTS

Unless supported by DCMA/DCAA as a procedure of the seller’s accounting procedures, the costs of general purpose business expenses required for the conduct of normal business operations will not be considered allowable direct costs in the performance of the contract. General purpose business expenses include but are not limited to the costs for items such as telephones (including cell phones) and telephone charges, copy machines, word processing, equipment, personal computers, and other office equipment and supplies. All expenses must be approved in advance by the Buyer.



Article 28. EXPORT

In compliance with U. S. Department of State International Traffic in Arms regulations and U.S. Department of Commerce Export Administration Regulations as they currently exist and as they from time to time are amended, and notwithstanding any other provision hereof, the disclosing party, with respect to information there under, shall not attempt to, nor knowingly export or re-export to any country prohibited from obtaining such data, or hereto, to any countries outside the United States which export may be in violation of the United States Export Laws or Regulations. Nothing in this clause relieves the receiving party from any obligation stated elsewhere in this Agreement not to disclose such data. Proprietary Information shall be made available only to those employees of the receiving party who have a reasonable need for such information. The receiving party shall not disclose such information to any person (including employees) who are not U. S. Citizens or otherwise export (as that term is defined by U.S. Export Laws or Regulations) the information without first acquiring the necessary government licenses and approvals.

Article 29. EQUAL EMPLOYMENT OPPORTUNITY

Compliance Reports. FAR Provision 52.222-22, Previous Contracts and Compliance Reports, requires the Contractor to obtain the Subcontractor's or Vendor's written confirmation that it has submitted all required compliance reports. By signing this Subcontract or Purchase Order, Seller hereby confirms that it has submitted all required compliance reports.

During the performance, the Seller agrees to comply with Attachment B, Equal Employment Opportunity Clauses.



ATTACHMENT A – FAR/DFAR CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 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 Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	AUG 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-18	Ordering	OCT 1995
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	OCT 2008
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment for Overtime Premiums – (a) Zero	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010



52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-38	Compliance with Veteran Employment Reporting Requirements	SEP 2010
52.222-41 (if applicable)	Service Contract Act of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop Work Order	APR 1984
52.243-1	Changes-Fixed Price	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	JUN 2007



52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-2	Inspection of Supplies – Fixed Price	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill of Lading Notations	FEB 1997
52.247-34	FOB Destination	NOV 1991
52.247-55	FOB Point for Delivery of Government Furnished Property	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination for Convenience of the Government (Fixed Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default – Fixed Price	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A Central Contractor Registration Alternate A	SEP 2007
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	FEB 2012
252.216-7999	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personne	APR 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7001	Buy American And Balance Of Payments Program	JUN 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	DEC 2012
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7026	Acquisition Restricted to Products or Services	APR 2010
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
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
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents – Subcontracts	
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2012
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

Registered in the CCR database means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and



(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)(1)(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph

(c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.



(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far> or <http://farsite.hil.af.mil>

(End of clause)



ATTACHMENT B

EQUAL OPPORTUNITY CLAUSES

EXHIBIT A

During the performance of this contract or subcontract, the Contractor or Subcontractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places; available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative or the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, end relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures



authorized in Executive Order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs III through (71 in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT B CERTIFICATION OF NONSEGREGATED FACILITIES

The bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities, at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term - 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that he will retain such certifications for his files, and that he will forward the following notice to such proposed subcontractors except where the proposed subcontractors have submitted identical certifications for specific time periods.

A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract either quarterly, semiannually, or annually.



EXHIBIT C
WRITTEN AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Contractor certifies that if it has 50 or more employees and if it anticipates sales to us in connection with government contracts of \$50,000 or more, it will develop a written affirmative action compliance program for each of its establishments consistent with the rules and regulations published by the Department of Labor in 41 Code of Federal Regulations (hereinafter referred to as "C.F.R.") 60-2.

EXHIBIT D
EE0-1 REPORT

The Contractor certifies that if it has 50 or more employees and if it anticipates sales to us in connection with Government contracts of \$50,000 or more, it will file Standard Form 100 entitled: "Equal Employment Opportunity Employer Information Report EEO-1" as required by 41 C.F.R. Section 60-1.7.

EXHIBIT E
EMPLOYMENT OF THE DISABLED

Pursuant to Section 503 of the Rehabilitation Act of 1973, and under 41 C.F.R. 60-741, the affirmative action clause set forth in section 741.4 of the regulations is considered to be included in every federal contractor subcontract exceeding \$10,000.

Therefore, unless exempt, the Contractor certifies that it will take affirmative action to employ and advance in employment any qualified disabled individual, defined as "Any individual who has a physical or mental disability which for such individual constitutes or results in a substantial disability to employment."

The Equal Opportunity Clause may be put into subcontracts by reference, but only by citing the Equal Opportunity Clause in the regulations and including the following sentences in bold text: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

The Contractor further certifies that it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$2,500 covering the procurement of personal property and non-personal services (including construction).



EXHIBIT F EMPLOYMENT OF PROTECTED VETERANS

41 C.F.R. 60-300 contains a clause required in every Federal invitation to bid or contract for \$100,000 or more for the procurement of personal property and non-personal services (including construction), and every subcontract entered into in carrying out such contract, The clause which is included herein by reference (and which should be referred to in its entirety), requires among other things, that all suitable employment openings of the Contractor which exist at the time of the execution of the contract and those which occur during the performance of the contract, including those not generated by the contract and those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required. The Contractor agrees to and certifies that it is in compliance with the above provision and that it will place it in any subcontract of \$100,000 or more directly under this contract. Further, if required, the Contractor will annually file a **VETS-4212 Report**.

The Equal Opportunity Clause may be put into subcontracts by reference, but only by citing the Equal Opportunity Clause in the regulations and including the following sentences in bold text: **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a).**

This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.