

STANDARD PROVISIONS - A-2 GOVERNMENT CONTRACTS

1. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this order, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

- A. Terms and conditions incorporated in the first and succeeding pages of Buyer's order, as amended.
- B. Terms and conditions incorporated and referenced herein.
- C. Standard ILC Dover Purchase Order terms and conditions (available at www.ilcdover.com under the strategic alliance link).

2. **FAR, DFARS, and NFS CLAUSES**

Goods or services provided in fulfillment of this order are chargeable to a contract which ILC Dover has been awarded by an agency of the Federal Government. The following clauses from the cited provisions of the Federal Acquisition Regulation (FAR), Defense FAR Supplement (DFARS), and NASA FAR Supplement (NFS) in effect on the date of the accompanying Purchase Order are hereby incorporated into that Purchase Order, except to the extent, if any, to which the cited provisions expressly exclude application of any such clause to that Purchase Order.

As incorporated herein, clauses are subject to the following alterations: references to "Contractor" shall mean "Seller" and "Contract" or "Schedule" shall mean Buyer's Purchase Order except in the clauses of FAR 52.215-1 and 52.215-2 (as to which none of the following changes applies), the terms "Government", "Department", "Secretary", "Contracting Officer", "Controller General" and any other term of similar import shall mean Buyer. Any other change required for Buyer to have with respect to Seller the same rights that the Government would have with respect to Buyer under any of the cited FAR, DFARS, and NFS clauses should they appear in a Government contract with Buyer shall also be deemed to have been made.

STANDARD PROVISIONS - A-2

The following FAR clauses apply to this Purchase Order:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.204-2	Security Requirements
52.204-7	Central Contractor Registration
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for Natural Defense, Emergency Preparedness, and Energy Program Use
52.211-15	Defense Priority and Allocation Requirements
52.215-1	Instructions to Offerors-Competitive
52.215-16 OR 52.215-17	Facilities Capital Cost of Money OR Waiver of Facilities Capital Cost of Money
52.219-28	Post-Award Small Business Program Representation
52.222-1	Notice to the Government of Labor Disputes
52.222-19	Child Labor - Cooperation with Authorities and Remedies
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-50	Combating Trafficking in Persons
52.223-3	Hazardous Material Identification and Material Safety Data

STANDARD PROVISIONS - A-2

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.223-6	Drug-Free Workplace
52.223-11	Ozone-Depleting Substances
52.224-1	Privacy Act Notification
52.225-1	Buy American Act - Supplies
52.225-13	Restrictions on Certain Foreign Purchases
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.227-11	Patent Rights - Ownership by the Contractor
52.227-14	Rights in Data - General
52.227-23	Rights to Proposal Data (Technical)
52.228-7	Insurance - Liability to Third Persons
52.232-1	Payments
52.232-2	Payments Under Fixed-Price Research and Development Contracts
52.232-8	Discounts for Prompt Payment
52.232-9	Limitation on Withholding of Payments
52.232-11	Extras
52.232-18	Availability of Funds
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.233-1	Disputes
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim

STANDARD PROVISIONS - A-2

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.242-1	Notice of Intent to Disallow Costs
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-1	Changes - Fixed Price
52.243-2	Changes - Cost Reimbursement
52.243-3	Change - Time - and - Materials or Labor-Hours
52.244-2	Subcontracts
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed-Price
52.246-3	Inspection of Supplies - Cost-Reimbursement
52.246-4	Inspection of Services - Fixed Price
52.246-5	Inspection of Services - Cost-Reimbursement
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability – Services
52.247-1	Commercial Bill of Lading Notations
52.247-29	F.O.B. Origin
52.247-34	F.O.B. Destination

STANDARD PROVISIONS - A-2

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52-249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service)
52.249-9	Default (Fixed-Price Research and Development)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses Incorporated by Reference
52.253-1	Computer Generated Forms

The following DFARS clauses apply to this Purchase Order if the prime Government contracting agency is the Department of Defense:

<u>DFARS REFERENCE</u>	<u>DFARS TITLE</u>
252.203-7001	Prohibition on Persons Convicted of Fraud
252.204-7003	Control of Government Personnel Work Product
252.204-7004	Alternate A, Central Contract Registration
252.215-7000	Pricing Adjustments
252.219-7003	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.223-7001	Hazard Warning Labels
252.225-7000	Buy American Act; Trade Agreements Act, and Balance of Payments Program
252.225-7001	Buy American Act and Balance of Payments Program

STANDARD PROVISIONS - A-2

<u>DFARS REFERENCE</u>	<u>DFARS TITLE</u>
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7012	Preference for Certain Domestic Commodities
252.225-7014	Preference for Domestic Specialty Metals, Alternate I (Including DoD Class Deviation 2008 - O0002, if applicable)
252.225-7015	Preference for Domestic Hand or Measuring Tools
252-225.7025	Restriction on Acquisition of Forging
252.231-7000	Supplemental Cost Principles
252.232-7010	Levies on Contract Payments
252.243-7001	Pricing of Contract Modifications
252.246-7001	Warranty of Data
252.247-7023	Transportation of Supplies by Sea

The following NFS clauses apply to this Purchase Order if the prime Government contracting agency is NASA:

<u>NFS REFERENCE</u>	<u>NFS TITLE</u>
1852.215-84	Ombudsman
1852.219-74	Use of Rural Area Small Businesses
1852.219-75	Small Business Subcontracting Reporting
1852.219-76	NASA 8 Percent Goal
1852.223-70	Safety and Health
1852.223-74	Drug - and Alcohol - Free Workplace

STANDARD PROVISIONS - A-2

<u>NFS REFERENCE</u>	<u>NFS TITLE</u>
1852.223-75	Major Breach of Safety or Security
1852.225-70	Export Licenses (including Alternate I)
1852.227-70	New Technology
1852.228-72	Cross Waiver of Liability for Space Shuttle Activities
1852.228-76	Cross Waiver of Liability for Space Station Activities
1852.233-70	Protests to NASA
1852.237-73	Release of Sensitive Information
1852.244-70	Geographic Participation in the Aerospace Program
1852.245-70	Contractor Requests for Government-Owned Equipment
1852.245-73	Financial Reporting of NASA Property in Custody of Contractors
1852.245-76	List of Government-Furnished Property
1852.246-72	Material Inspection and Receiving Report
1852-246-73	Human Space Flight Item

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$100,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures

STANDARD PROVISIONS - A-2

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-5	Women Owned Business (Other Than Small Business)
52.215-2	Audit and Records-Negotiation
52.215-14	Integrity of Unit Prices
52.215-19	Notification of Ownership Changes
52.219-8	Utilization of Small Business Concerns
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns - Factor of 10% (or Alternate I)
52.222-2	Payment for Overtime Premiums
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.222-38	Compliance with Veterans Employment Reporting Requirements
52.223-14	Toxic Chemical Release Reporting
52.225-5	Trade Agreements
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.228-5	Insurance - Work on a Government Installation
52.232-17	Interest
52.233-2	Service of Protest
52.244-5	Competition in Subcontracting
52.246-24	Limitation of Liability – High-Value Items

STANDARD PROVISIONS - A-2

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.247-63	Preference for U.S.-Flag Air Carriers
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed-Price)

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$550,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated Damages – Subcontracting Plan

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$650,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-12	Subcontractor Cost or Pricing Data
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns - Factor of 10% (Or Alternate I)
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices For Contracts Awarded to Foreign Concerns
52.230-6	Administration of Cost Accounting Standards

STANDARD PROVISIONS - A-2

3. INDEMNITY FOR COST OR PRICING DEFECTS

This subcontract includes all clauses required by Public Laws 87-653 and 91-379 and the regulations implementing such laws, including respectively:

(A) 52.215-10 Price reduction for defective cost or pricing data; 52.215-2 Audit and records-Negotiation; 52.215-12 Subcontractor Cost or Pricing Data; and (B) clauses relating to Cost Accounting Standards. Supplier shall comply with the requirements placed on subcontractors under such clauses, if such requirements are or become applicable hereto and further, shall indemnify and hold ILC Dover harmless from and against any loss or damage under ILC Dover's contracts with its customers as a result of a determination by a contracting officer, pursuant to the foregoing requirements that with respect to (A) above, Supplier's charges to ILC Dover were overstated or excessive; and/or with respect to (B) above, that Supplier has not complied with an applicable Cost Accounting Standard, rule adjustment demanded by the United States thereunder.

4. ANTI-KICKBACK STATUTES

Seller is reminded that certain Federal statutes (including but not limited to P.L. 86-695, pertaining to kickbacks) may apply to subcontracts under Federal Prime Contracts, without being incorporated into such subcontracts.

Seller's attention is called to FAR clause number 52.203-7 referenced in Section 2 herein.