



EXCELLENCE IN SUSTAINMENT SOLUTIONS

## **ALLCLEAR REPAIR SERVICES, INC. (“ACRS” OR “BUYER”) – TERMS AND CONDITIONS OF PURCHASE**

**A. ACCEPTANCE:** This Order constitutes BUYER’s offer to purchase from SUPPLIER the Goods described herein upon the terms and conditions stated herein and shall become a binding Agreement when accepted by SUPPLIER either by the earlier of signing and returning the acknowledgement copy to BUYER or shipment of conforming Goods.

Any variance or amendment to any part of this Order (including any supplements, specifications or other documents incorporated herein by reference) is hereby null and void unless expressly accepted by BUYER in writing. BUYER shall not be deemed to have accepted any offer of SUPPLIER and shall not be responsible for Goods shipped to BUYER there under except in accordance with the terms and conditions of this Order executed by BUYER and delivered by BUYER to SUPPLIER.

**B. QUALITY MANAGEMENT SYSTEM:** SUPPLIER shall maintain a quality management system that meets one of the following criteria:

1. Is accepted by a National Aviation Authority (“NAA”) (i.e., FAA, EASA, CAAC, etc.); or
2. Is accredited by a recognized third (3rd) party certifying body for ISO 9101, AS9100, AS9110, AS9120; or
3. Is accepted by BUYER. In addition to the foregoing, SUPPLIER shall:
  - a. adheres to the Defense Priorities and Allocations System (“DPAS”) priority requirements flowed down by BUYER;
  - b. maintains capabilities/processes/products/services that meet the regulatory requirements of CFR Part 145;
  - c. ensures NAA and BUYER requirements are met, and, as applicable and appropriate, flowed down to any BUYER-designated or approved external providers, sub-tier sources or sub-contractors, including special process providers (if any);
  - d. has appropriate equipment, tooling, testing, and inspection capability(s) to ensure product safety is maintained;
  - e. provides the documentation package and/or airworthiness release documentation as stated on the Order and in accordance with these provisions;
  - f. follows NAA requirements for reporting malfunctions, defects, and unairworthy conditions. Goods supplied shall meet the requirements in the applicable technical specifications and documentation (publications, revision levels, drawings, specifications, standards, etc.), to include those documented on BUYER’s Order (if any). It shall be the sole responsibility of SUPPLIER to monitor that the technical specifications regarding materials, methods, form, fitness, and function are observed, whether the items have been manufactured by SUPPLIER, or by any of its sub-tier sources or subcontractors.



EXCELLENCE IN SUSTAINMENT SOLUTIONS

It is understood that in the absence of applicable technical specification and/or revisions, SUPPLIER shall utilize the latest revision.

**C. QUALIFIED PERSONNEL:** SUPPLIER shall employ qualified personnel where necessary to satisfy the requirements of this Order. SUPPLIER shall ensure such personnel are trained and certificated in accordance with NAA requirements. In addition, SUPPLIER shall communicate to its employees the importance of their individual: (i) contribution to product or service conformity; (ii) contribution to product safety; and (iii) observance of and adherence with ethical behavior.

**D. RECORDS; RIGHT OF ACCESS:** SUPPLIER shall retain all information and records related to the Goods delivered in accordance with NAA and BUYER requirements ("Records"), and otherwise not less than three (3) years. The Records shall be made available to BUYER upon request in accordance with SUPPLIER's procedures. SUPPLIER shall provide right of access to BUYER, BUYER's customer(s), NAA representatives, and other applicable regulatory authorities (if any), to the Records and area(s) of SUPPLIER's facilities associated with the Goods, for the purpose of inspection to ensure SUPPLIER's compliance with the terms and requirements of this Order.

**E. CANCELLATION:** BUYER reserves the right to terminate the Order or any part thereof, by written notice, and to refuse to accept delivery or, at SUPPLIER's cost, to return Goods already delivered: (a) at any time prior to acceptance by BUYER; (b) if shipment is made later than the date specified or not within a reasonable time if no time is otherwise specified; (c) if SUPPLIER breaches or anticipatorily breaches any of the terms hereof (including any express or implied warranties of SUPPLIER); (d) if SUPPLIER makes an assignment of creditors, or bankruptcy proceedings are instituted by or against SUPPLIER or a receiver or trustee is appointed for SUPPLIER's assets or (e) if SUPPLIER or any shipments are not in accordance with BUYER's shipping instructions, including but not limited to specification of delivering carrier.

**F. INVOICES:** SUPPLIER shall mail invoices in triplicate at the time of shipping, showing BUYER's Order number, part number and description whether articles are sent prepaid or collect point of shipment, and the method of shipment in accordance with instructions contained in BUYER's Order. Any period applicable for BUYER to pay shall begin the day BUYER is in receipt of an acceptable SUPPLIER invoice or in receipt of conforming Goods, whichever is later. On collect shipments, SUPPLIER shall attach a copy of the Bill of Lading or transportation receipt to the invoice and retain the original copy of such documents on file according to the Records requirements described herein. Consumer taxes shall be excluded from the price charged for the Goods and such taxes shall be shown separately on SUPPLIER's invoice.



EXCELLENCE IN SUSTAINMENT SOLUTIONS

**G. CHARGES:** No charges shall be made for cartons, wrapping, packing, boxing, crating, drop shipment or other costs, unless written authority from BUYER for such charges is expressly incorporated herein by BUYER or in writing on BUYER's Order.

**H. DELIVERY:** SUPPLIER shall deliver the Goods on the delivery terms to BUYER's facility specified on BUYER's Order. If the Goods or the tender of delivery fail to conform to the Order, BUYER may reject the Goods in whole or in part without liability.

**I. PATENT PROTECTION:** By accepting this Order, SUPPLIER agrees to indemnify and hold harmless and protect BUYER, its successors, assigns, customers and the users of its products from and against all loss, liability, claims, demands, and suits, judgments or awards, at law or equity and all costs of such suits, including attorneys' fees, for actual or alleged infringement of any Letters Patent, Trade Marks, Trade Names, Service Marks, or corresponding rights granted by any government, domestic, or foreign, by reason of the use or possession of the articles sold to BUYER by SUPPLIER hereunder. In case the sale or use of the Goods shall be found to constitute patent, copyright or trademark infringement and/or their use is enjoined, BUYER may, at its sole option, pursue any remedy or remedies at law or in equity, including, without limitation, requiring SUPPLIER to procure for BUYER the right to continue using such Goods, to modify them so they become non-infringing or to remove them, to supply equivalent non-infringing Goods, or and refund the total purchase price therefore.

**J. WARRANTIES:** SUPPLIER warrants that the Goods to be supplied under this Order are new (unless otherwise stated in this Order) and, whether new or used, are fit and sufficient for the purpose intended and ordinarily used, are merchantable, of good quality and free from patent or latent defects in design, material, or workmanship; and that material or equipment for aircraft conform to the specifications contained herein. SUPPLIER warrants that the Goods are adequately contained, packaged, and labeled as this Agreement or the law may require. SUPPLIER warrants that the Goods conform to the promises, affirmations and representation made in SUPPLIER's sales materials and made by SUPPLIER's representatives. SUPPLIER warrants that it has good title to the Goods sold hereunder and that they are free and clear from all liens or encumbrances, or any claims of third parties. In the event SUPPLIER has knowledge that the Goods sold to BUYER hereunder are non-conforming, defective or that the incorrect Goods were supplied to BUYER, SUPPLIER shall immediately, upon such determination, simultaneously notify BUYER's Purchasing and Quality Control Department, Miramar, Florida.

If SUPPLIER's product fails due to a design defect, SUPPLIER shall immediately remedy each defect at no charge to BUYER within 90 days of initial notification of the design defect by BUYER. BUYER shall have available all legal remedies.



EXCELLENCE IN SUSTAINMENT SOLUTIONS

If SUPPLIER's product fails due to material or workmanship, SUPPLIER agrees to promptly repair or replace the Goods at no charge. SUPPLIER shall also be responsible for all labor charges for removal of defective Goods, all charges for re-installation of replacement Goods, all transportation charges to and from SUPPLIER's facility, and all legal remedies. SUPPLIER also agrees that BUYER, at BUYER's option, may perform repairs and be reimbursed for such repairs by SUPPLIER. All warranties must be clearly indicated on each line of purchase order and shall be construed as conditions as well as warranties.

**K. INDEPENDENT CONTRACTOR CLAUSE:** SUPPLIER agrees it is an independent contractor and, in no circumstances, and agent or employee of BUYER. SUPPLIER shall identify to BUYER's Quality Department the name and address of any sub-tiers used in the manufacture of BUYER's products. SUPPLIER shall ensure that any work in connection with BUYER's Order which is contracted to a lower tier source shall accord strictly with the requirements of BUYER's Order, BUYER (or its customer's, if/as required by BUYER) drawings, specifications, and the applicable requirements of BUYER's Quality Control. BUYER and its customers shall at any time have access to lower tier sources for the purpose of oversight of BUYER products. SUPPLIER shall accept the right of BUYER to reject the use of lower tier sources that do not demonstrate compliance with BUYER requirements.

**L. GENERAL PROVISIONS:** Inspection and acceptance shall be performed by BUYER within a reasonable time of tender of delivery in the event Goods are rejected, risk of loss shall be deemed to remain with SUPPLIER. Notwithstanding BUYER's right to inspection and tests after tender of delivery contained in the specifications applicable to this Order (except where specialized inspections or tests are specified for performance solely by buyer), SUPPLIER shall perform, prior to tender of delivery, inspections and test commercially required to substantiate that the Goods provided hereunder conform to the drawings, specifications and other requirements listed herein, including (where applicable) the technical requirements for the manufacturers part numbers specified herein. Rejected Goods shall be returned at SUPPLIER's direction and expense. BUYER shall hold the Goods at the sole risk of SUPPLIER pending shipping instructions. If BUYER has paid for the Goods, SUPPLIER shall immediately refund to BUYER the purchase price of any rejected Goods together with any other costs incurred by BUYER.

**M. CONFLICT MINERALS:** SUPPLIER recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Act), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold (the Conflict Minerals) from the Democratic Republic of the Congo and adjoining countries (DRC countries). Accordingly, SUPPLIER commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, SUPPLIER commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides BUYER; (2) due diligence



EXCELLENCE IN SUSTAINMENT SOLUTIONS

of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. SUPPLIER shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

**N. CONFIDENTIALITY:** SUPPLIER shall not, without first obtaining the written consent of BUYER, in any manner adverse or publish the fact that SUPPLIER has furnished or contracted to furnish to BUYER, the articles herein mentioned. SUPPLIER shall not discuss any of the details connected with this Order with any third party.

**O. STATE SALES TAX:** BUYER hereby claims an exemption from payment of taxes. If written authorization for exemption is required, SUPPLIER shall submit its request to the billing address shown on face of this Order.

**P. DATA PROTECTION:** Any BUYER drawings, designs, tapes, prints or other materials, original or otherwise, belonging to BUYER, either written or readable by machine, provided to SUPPLIER hereunder regardless of whether any portion thereof is or may be validly copyrighted or patented shall remain the property of BUYER and may not be copied or duplicated in any manner without BUYER's prior written consent. Any original materials prepared by BUYER or prepared jointly by BUYER and SUPPLIER, or any discoveries, ideas, inventions, or improvements attributed to the contract, shall be considered work for hire and shall belong exclusively to BUYER, and SUPPLIER shall not undertake to secure any proprietary rights, royalties, licenses, or patents which result from the contract without BUYER's prior written consent.

**Q. LIMITED SHELF LIFE:** If a product ordered has a limited shelf life; the material shall be identified on each container with the applicable specification, lot number, date of manufacture, and expiration date. Such shelf life shall not be less than eighty (80%) percent of full life from date of shipment. All materials supplied must be free of asbestos substance.

**R. COUNTERFEIT PARTS PREVENTION:**

1. Definitions for purposes of this Clause: a. Counterfeit Parts shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes but is not limited to (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as new. b. As used herein, authentic shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and



EXCELLENCE IN SUSTAINMENT SOLUTIONS

trademark for that model/version of the material. c. Franchised or Authorized Distributor shall mean a person, business, or firm that is authorized and/or franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM's products. d. Independent Distributor shall mean a person, business, or firm that is neither authorized nor franchised by an OCM to sell or distribute the OCM's products, but which purports to sell, broker, and/or distribute such OCM's products. Independent Distributors are also referred to as un-franchised distributors, unauthorized distributors, and/or brokers.

2. Franchised/Authorized Distributor (SUPPLIER) represents and warrants that only new and authentic materials are used in products required to be delivered to BUYER and that the Work delivered contains no Counterfeit Parts. Franchised/Authorized Distributor (SUPPLIER) shall have procedures in place that meet the requirements of SAE AS5553. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by BUYER. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SUPPLIER shall only purchase authentic parts/components directly from the Original Equipment Manufacturer (OEM/OCM), through the OEM's/OCM's authorized distribution chain or from an authorized aftermarket manufacturer. SUPPLIER must make available to BUYER, at BUYER request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by BUYER's Procurement Representative. SUPPLIER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. BUYER approval of SUPPLIER request(s) does not relieve SUPPLIER of its responsibility to comply with all Order requirements, including the representations and warranties in this paragraph.

3. Independent Distributor (SUPPLIER) shall have procedures in place that meet the requirements of SAE AS5553. The original manufacturer's Certificate of Conformance (C of C) and all traceability documentation shall be included with each shipment of parts. It shall include the manufacturers name, part number, date codes, lot codes, serializations and/or any other batch identifications.

4. SUPPLIER shall notify BUYER if the original OEM/OCM C of C and traceability documentation is not available. Inspections and tests required are as noted on the Order, but advanced inspection and testing could be imposed later. Recorded evidence inspection and of all testing performed shall be included with each shipment. If suspect counterfeit parts are furnished under this Order and are found in any of the goods delivered hereunder, SUPPLIER shall promptly replace such suspect counterfeit parts with parts that are acceptable to BUYER and SUPPLIER shall be liable for all costs relating to the removal and replacement of said parts as specified in the Order requirements or SUPPLIER's insurance policies. Any suspect counterfeit parts shall be returned to SUPPLIER. If



EXCELLENCE IN SUSTAINMENT SOLUTIONS

SUPPLIER verifies the said parts to be counterfeit, SUPPLIER must certify that the counterfeit parts shall be destroyed, and SUPPLIER must report the part to ERAI and/or GIDEP.

5. Notwithstanding the foregoing, but solely for the avoidance of doubt, SUPPLIER shall, in each instance: a. notify BUYER of nonconforming Goods, processes or services, and obtain BUYER's written approval for their disposition; b. notify BUYER of changes in Goods and/or process definition, changes of sub-tier, sub-contractor, or other external suppliers, any change of manufacturing facility location, and, as required, obtain BUYER's advance approval for all such changes; c. maintain a process in place to prevent the use of unapproved and/or counterfeit parts; d. maintain a process for reporting suspected unapproved and/or counterfeit parts in accordance with the NAA, to include written notification to BUYER; and e. contact BUYER and obtain BUYER's prior written approval before parts/components are procured from sources other than OEMs/OCMs or through the OEMs/OCMs authorized distribution chain.

**S. REACH:** SUPPLIER further represents and warrants that the Products and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and shall be supplied and utilized in compliance with, all applicable environmental Laws, including but not limited to European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH"), and that nothing prevents the import, sale, or transport of the Products or substances in Products in any country or jurisdiction in the world and that all such Products and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or notified and/or authorized under REACH, if pre-registration, registration, notification, and/or authorization is required. SUPPLIER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, and authorization under REACH of the Products and substances in Products that are the subject of the Order. In addition to the foregoing obligations, SUPPLIER shall, at SUPPLIER's expense, timely provide BUYER with all relevant information, on the Products and any substances contained therein or utilized in the production thereof, as BUYER determines to be necessary for BUYER and/or BUYER's customers to timely and accurately fulfill their obligations under REACH and other applicable Laws.

**T. FOD PREVENTION:** SUPPLIER shall maintain a FOD prevention program in accordance with the National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention. SUPPLIER shall flow down FOD prevention requirements to sub-tier vendors, sub-contractors, etc.

Note: For any item for use by end user Lockheed Martin, the following Lockheed Martin Supplier Quality Requirements apply: QA022-01, Appendix QX, Quality Clause Q4R, and the Sustainment Services Quality Clauses. Copies of these Requirements can be found in the Lockheed Martin website at: <http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html>



EXCELLENCE IN SUSTAINMENT SOLUTIONS

and

<http://www.lockheedmartin.com/us/suppliers/bu-info/aeronautics/sustainment-services.html>

**U. COMPLETE AGREEMENT:** This Order, including all items incorporated herein by reference, contains the final and entire contract between BUYER and SUPPLIER, and no agreement or other understanding purporting to add or modify the terms and conditions hereof (except as to warranties) shall be binding upon BUYER unless agreed to by BUYER on or after the date of this Order. In the event of a conflict between these Terms and Conditions and any other written provisions between BUYER and SUPPLIER, these Terms and Conditions shall govern. By Accepting this Order, SUPPLIER agrees to flow down all of BUYER's Terms and Conditions to its sub-tier suppliers and sub-contractors (if any) at all levels for the performance of this Order.

**V. FAR CLAUSES:** The following contract clauses referenced from Federal Acquisition Regulations (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated, herein, to the extent that they may apply. Unless otherwise noted in the following clauses, Contractor and Offeror, mean SUPPLIER.

**FAR CLAUSE FAR**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

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

252.203-7002 DISPLAY OF DOD HOTLINE POSTER

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7002 PAYMENT FOR SUB LINE ITEMS NOT SEPARATELY PRICED

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT

252.204-7004 ALTERNATE A (Alternate A to FAR Clause 52.204-7, Central Contractor Registration)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.211-7000 ACQUISITION STREAMLINING

252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY

252.215-7000 PRICING ADJUSTMENTS

252.217-7001 SURGE OPTION





EXCELLENCE IN SUSTAINMENT SOLUTIONS

252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY  
252.223-7004 DRUG-FREE WORK FORCE  
252.223-7006 PROHIBITION OF STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS  
252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS"  
252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION WITH OFFER  
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-SUBMISSION AFTER AWARD  
252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES  
252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  
252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  
252.225-7013 DUTY-FREE ENTRY  
252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS  
252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS-ALTERNATE 1  
252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS  
252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RESEARCH, DEVELOPMENT, TEST, AND EVALUATION  
252.225-7022 RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER  
252.225-7025 RESTRICTION IN ACQUISITION OF FORGINGS  
252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES"  
252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS  
252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE  
252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL  
252.225-7032 WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS  
252.225-7033 WAIVER OF UNITED KINGDOM LEVIES  
252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS  
252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS  
252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT  
252.227-7030 TECHNICAL DATA WITHHOLDING OF PAYMENT  
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  
252.232-7002 PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS  
252.232-7003 ELECTRONIC SUBMISSIONS OF PAYMENT REQUESTS  
252.232-7004 DoD PROGRESS PAYMENT RATES



EXCELLENCE IN SUSTAINMENT SOLUTIONS

252.232-7009 MANDATORY PAYMENT BY GOVERNMENT WIDE COMMERCIAL PURCHASE CARD  
252.232-7010 LEVIES ON CONTRACT PAYMENTS  
252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING  
252.204-7010 CLOUD COMPUTING SERVICES  
252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY  
252.245-7002 REPORTING LOSS OF GOVERNMENTAL PROPERTY  
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION  
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL  
252.246-7007 COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM  
252-247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA  
252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
52.202-1 DEFINITIONS  
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
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  
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  
52.204-3 TAXPAYER IDENTIFICATION  
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  
52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  
52.204-7 CENTRAL CONTRACTOR REGISTRATION  
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS  
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
52.207-4 ECONOMIC PURCHASE QUANTITY-SUPPLIES  
52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES  
52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING  
52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING  
52.209-4 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING-ALTERNATE 1  
52.209-5 FIRST ARTICLE APPROVAL-GOVERNMENT TESTING-ALTERNATE 2  
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT



EXCELLENCE IN SUSTAINMENT SOLUTIONS

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
- 52.211-5 MATERIAL REQUIREMENTS
- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
- 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY
- 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
- 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE 1
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
- 52.215-14 INTEGRITY OF UNIT PRICES
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS
- 52.215-5 FACSIMILE PROPOSALS
- 52.215-8 ORDER OF PRECEDENCE --UNIFORM CONTRACT FORMAT
- 52.216-1 TYPE OF CONTRACT
- 52.216-18 ORDERING
- 52.216-19 ORDER LIMITATIONS
- 52.216-22 INDEFINITE QUANTITY
- 52.216-27 SINGLE OR MULTIPLE AWARDS
- 52.219-14 LIMITATIONS ON SUBCONTRACTING
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 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
- 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
- 52.222-26 EQUAL OPPORTUNITY
- 52.222-29 NOTIFICATION OF VISA DENIAL
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, 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, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
- 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
- 52.223-11 OZONE-DEPLETING SUBSTANCES
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING
- 52.223-5 POLLUTION PREVENTION AND RIGHT -TO -KNOW INFORMATION



EXCELLENCE IN SUSTAINMENT SOLUTIONS

52.223-6 DRUG-FREE WORKPLACE  
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  
52.227-1 AUTHORIZATION AND CONSENT  
52.227-10 FILING A PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER  
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
52.229-3 FEDERAL, STATE, AND LOCAL TAXES  
52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS  
52.232.16 PROGRESS PAYMENT  
52.232.33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION  
52.232-1 PAYMENTS  
52.232-11 EXTRAS  
52.232-13 NOTICE OF PROGRESS PAYMENTS  
52.232-17 INTEREST  
52.232-18 AVAILABILITY OF FUNDS  
52.232-23 ASSIGNMENT OF CLAIMS  
52.232-25 PROMPT PAYMENT  
52.232-8 DISCOUNTS FOR PROMPT PAYMENT  
52.233-1 DISPUTES  
52.233-2 SERVICE OF PROTEST  
52.233-3 PROTEST AFTER AWARD  
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  
52.242-13 BANKRUPTCY  
52.243-1 CHANGES - FIXED -PRICE  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
52.2446-23 LIMITATION OF LIABILITY  
52.245-1 GOVERNMENT PROPERTY  
52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)  
52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE  
52-246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT  
52.246-24 LIMITATION OF LIABILITY--HIGH -VALUE ITEMS  
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS  
52.247-45 FOB ORIGIN AND/OR FOB DESTINATION EVALUATION  
52.247-46 SHIPPING POINT(S) USED IN EVALUATION OF FOB ORIGIN OFFERS  
52.247-47 EVALUATION FOB ORIGIN  
52.247-49 DESTINATION UNKNOWN  
52.247-56 TRANSIT ARRANGEMENTS  
52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT  
52.247-68 REPORT OF SHIPMENT (REPSHIP)



EXCELLENCE IN SUSTAINMENT SOLUTIONS

52.248-1 VALUE ENGINEERING  
52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
52.252-2 CLAUSES INCORPORATED BY REFERENCE  
52.252-3 ALTERATION IN SOLICITATION  
52.252-5 AUTHORIZED DEVIATION IN PROVISIONS  
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES  
52.253-1 COMPUTER GENERATED FORMS  
5352.201-9101 OMBUDSMAN  
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST - ALTERNATE 5  
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST - ALTERNATE 6  
5352.215-9001 NOTICE OF PRE-BID/PRE/PROPOSAL CONFERENCE  
5352.215-9005 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL  
5352.215-9006 INTENT TO INCORPORATE CONTRACTOR'S TECHNICAL PROPOSAL (AFMC)  
5352.215-9007 USE OF NON-GOVERNMENT ADVISORS (AFMC)  
5352.215-9019 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE  
RED-YELLOW-GREEN PROGRAM  
5352.216-9000 AWARDDING ORDERS UNDER MULTIPLE AWARD CONTRACTS  
5352.223-9000 ELIMINATION OF USE OF CLASS 1 OZONE DEPLETING SUBSTANCES  
5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS  
5352.227-9001 QUALIFICATION OF OFFEROR UNDER EXPORT-CONTROLLED RESTRICTED  
SOLICITATION (AFMC)  
5352.242-9000 CONTRACTOR ASSESS TO AIR FORCE INSTALLATIONS  
5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL  
5352.245-9004 BASE SUPPORT (AFMC)  
9952.209-9001 RESUBMISSION OF FIRST ARTICLES  
9952.211-9003 NEW MANUFACTURED MATERIAL-SURPLUS MOT ACCEPTABLE (JALC)  
9952.214-9001 AWARD - ALL OR NONE BASIS (JALC)  
9952.215-9013 MAKE OR BUY PROGRAM (JALC)  
9952.215-9016 ACQUISITION OMBUDSMAN (JALC)  
9952.216-9004 AUTHORITY TO ISSUE ORDERS  
9952.225-9001 ENGLISH LANGUAGE REQUIREMENTS  
9952.225-9002 SPECIAL PROVISION UNDER PARAGRAPH (D) OF FAR CLAUSE 52.229-6, TAXES  
FOREIGN FIXED-PRICE CONTRACTS  
9952.245-9012 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (JALC)