

**InDyne Terms and Conditions for Fixed-Price Services  
Form FPS1001**

**I. NOTICE:** The supplies and services offered on the Purchase Order are expressly conditioned on the Service Provider’s assent to these Terms and Conditions. Any acceptance of the Buyer’s offer is expressly limited to acceptance of these Terms and Conditions and the Buyer expressly objects to any additional or different terms and conditions proposed by the Service Provider.

**SECTION A  
DEFINITIONS**

As used throughout these Terms and Conditions and the Purchase Order, the following terms shall have the meaning set forth below:

“Buyer” means InDyne, Inc. (also known as INDYNE).

“FAR” means the Federal Acquisition Regulation in effect on the date of the Purchase Order.

“Government” means the United States of America or any department or agency thereof,

“Purchase Order” means an offer by INDYNE to buy supplies or services as set forth in these Terms and Conditions, signed by both the Buyer and the Service Provider. This term is used interchangeably with “Contract”, “Order” and “Subcontract”.

“Service Provider” means the individual, partnership, corporation or associates, their heirs or assigns, contracted to furnish the items or services described in this Purchase Order.

“Terms and Conditions” means these “InDyne Terms and Conditions for Fixed-Price Services”, together with any modifications or additional provisions specifically stated on the Purchase Order or specifically agreed upon by Buyer in writing. Inclusion by Service Provider of its own or varying terms and conditions that are not specifically agreed upon by InDyne are not binding and do not modify these InDyne Terms and Conditions for Fixed-Price Services.

**SECTION B  
SAFETY AND ENVIRONMENTAL REQUIREMENTS**

**I. NOTICE:** The Service Provider shall contact the INDYNE compliance office at least (3) working days prior to the start of work to inquire about any special circumstances, environmental restrictions or hazards associated with the site where work will be performed. Furthermore, each Service Provider employee must receive a site-specific safety briefing prior to performing any services on government property. Service Provider will notify the site POC or his/her designee of daily arrival/departure times for each Service Provider employee. Any questions regarding compliance with specific safety regulations outlined in this section should be referred to the INDYNE Compliance Office at (850) 882-5134.

The Service Provider is required by the Occupational Safety and Health Act (OSHA) of 1970 to provide a safe and healthy workplace for their employees while performing any work on government property. The Service Provider’s work performance will be monitored as required to determine if they are in compliance with the contract health and safety plan, as well as their adherence to the environmental, health, and safety regulations listed below.

**SUPPLEMENTAL REGULATIONS & STANDARDS**

*Environmental, Safety & Occupational Health (ESOH)*

General Rules & Regulations

*Occupational Health and Safety Administration (OSHA)*

29 CFR Part 1926 Construction Industry Standards

29 CFR Part 1910 Occupational Safety and Health Standards

Subpart D - Walking – Working Surfaces

Subpart G - Occupational Health and Environmental Control

Subpart H - Hazardous Materials

Subpart I - Personal Protective Equipment

1910.134 - Respiratory Protection

Subpart M - Compressed Gas and Compressed Air Equipment

Subpart Q - Welding, Cutting and Brazing

Subpart Z – Toxic and Hazardous Substances

1910.1200 – Hazard Communication

*Environmental Protection Agency (EPA)*

40 CFR Parts 1 - 1099 Clean Water Act

*Resource Conservation and Recovery Act (RCRA)*

40 CFR Parts 240 - 282 Hazardous Material and Hazardous Waste

*Department of Transportation (DOT)*

49 CFR Parts 100 -100 Hazardous Material Transportation

*United States Fish and Wildlife Service, Department of the Interior (DOI)*

50 CFR Parts 400 - 499 Wildlife and Fisheries Endangered Species Regulations

*National Fire Protection Association (NFPA)*

51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work

**B01 SERVICE PROVIDER REQUIREMENTS**

The Service Provider shall:

- Provide trained, certified employees
- Provide for frequent and regular safety inspections of their worksites, materials, and equipment used by their employees
- Immediately notify the INDYNE site supervisor of safety issues, accidents, or potential for accidents
- Notify the INDYNE site supervisor of non-formal OSHA complaint notifications and/or OSHA inspection of the jobsite

- Adhere to all applicable Federal, State and local ESOH regulations required to be licensed and certified to perform work
- Provide its employees with any necessary training, medical exams, and safety equipment required for the work
- Operate all equipment in a safe manner according to design specifications and manufacturers' instructions

**B02 FIRE PREVENTION AND PROTECTION**

When the work involves "hot work" or open flames, the Service Provider shall prepare and carry out an effective fire protection and prevention plan, including provisions for the fire protection and suppression equipment.

**B03 HOUSEKEEPING**

Good housekeeping, with provision for prompt removal and disposal of accumulations of combustible scrap and debris, shall be maintained in all areas of the jobsite. Self-closing metal containers shall be used for disposal of waste saturated with flammable liquids.

**B04 CODES**

The Service Provider shall comply with the requirements published in the current revisions of the National Electrical Code, National Electrical Safety Code, and the National Fire Protection Association standards.

**B05 SMOKING AREAS**

Designated Smoking areas in which smoking is permitted will be pointed out by the test site supervisor or his or her designee.

**B06 SAFETY AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Unless otherwise specified, the Service Provider is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its employees. This equipment must meet appropriate OSHA requirements and be in good working order. Furthermore, the Service Provider shall ensure that its employees have received appropriate training for the use and maintenance of safety and PPE prior to its use.

**B07 DOCUMENTATION**

The Service Provider must provide documentation of all required training, medical exams, permits, safety data sheets (SDS), etc., for his or her employees or operations upon request.

**B08 DRUG FREE STATEMENT**

The Service Provider shall be responsible for providing drug-free employees to the work site. The Service Provider warrants and agrees to advise its employees that alcohol and drugs will not be tolerated on any government or military installation. The Service Provider will furnish a post-accident drug test, at their expense, for any of its employees that are involved in a lost-time accident.

**B09 TERMINATION FOR DEFAULT**

Failure to comply with the clauses, regulations & codes outlined herein, as well as improper use of safety and PPE, is a violation of the terms of this Purchase Order and may result in termination by default for non-conformance.

**SECTION C  
ADMINISTRATION**

**C01 BUYER'S AUTHORITY**

The INDYNE Buyer listed on the Purchase Order is the only individual who has the authority to enter into, administer, or terminate the Purchase Order. In addition, the Buyer is the only person authorized to approve changes to any of the requirements under these Terms and Conditions, and notwithstanding any provision contained elsewhere in these Terms and Conditions, the said authority remains solely with the Buyer.

The Service Provider shall immediately notify the Buyer for clarification when a question arises regarding the authority of any person to act on behalf of the Buyer under these Terms and Conditions. Any work performed by the Service Provider without prior written authorization will be done at the Service Provider's expense. Any invoice submitted for unauthorized work is subject to rejection by INDYNE.

**C02 SERVICE PROVIDER NEGOTIATED AGREEMENT**

The Service Provider agrees to furnish and deliver all items or perform all services set forth or otherwise identified on the Purchase Order and on any approved modifications for the consideration stated herein. The rights and obligations of the parties to this agreement shall be subject to and governed by the provisions stated herein.

**C03 SUBMISSION OF INVOICES FOR PAYMENT**

Electronic invoices with all appropriate backup for payment must be submitted to accounts payable at [abravick@indyneinc.com](mailto:abravick@indyneinc.com) and [accountspayable@indyneinc.com](mailto:accountspayable@indyneinc.com).

Hard copy invoices will be addressed to:

Attn: Accounts Payable  
InDyne, Inc.  
4050 S Ferdon Blvd  
Crestview, FL 32536  
Telephone: 850-398-8489

Invoices must reflect the amount due per individual line item identified in the Purchase Order. Service Provider payments will be transmitted either electronically or by check based on the account information provided to the accounting department. To establish EFT payment, request the ACH form from the Buyer. It must be filled out and e-mailed to the addresses listed above.

**C04 PAYMENT TERMS**

Payment terms & payment schedule (if applicable) shall be listed on the face of the Purchase Order. Payment terms shall be calculated from the date a proper invoice is received by INDYNE. If applicable, prompt payment discounts should be clearly marked on all invoices. Any change in payment terms must be authorized in writing via Purchase Order by INDYNE.

Pro-Forma invoices for pre-payment must be promptly submitted to accounts payable upon execution of the Purchase Order by both parties. Invoices must include the percentages/amounts listed in the payment schedule on the Purchase Order. Payment tracking information will be available upon request from accounts payable.

Travel related costs will be allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (FTR), prescribed by the General Services Administration (GSA). Current

rates can be found at <https://www.gsa.gov/travel/plan-book/per-diem-rates/>.

Unless the Purchase Order is firm-fixed, charges for lodging, rental car and air fare must be billed at actual cost and receipts should be sent with the invoice to [abravick@indyneinc.com](mailto:abravick@indyneinc.com) and [accountspayable@indyneinc.com](mailto:accountspayable@indyneinc.com).

#### **C05 PURCHASE ORDER MODIFICATIONS**

INDYNE may have the need to initiate negotiations with the Service Provider for an increase or decrease in the scope during the term of the service being performed. The Service Provider agrees to promptly enter into such negotiations. Any modifications resulting from such negotiations may require alterations in price, terms, and delivery schedule of the Purchase Order.

#### **C06 DELAYS AND EXTENSION OF TIME**

If the Service Provider's performance of the work outlined on the Purchase Order is prevented or delayed by any unforeseeable cause, existing or future, that is beyond the reasonable control and without the fault or negligence of the Service Provider, the Service Provider shall, to the extent practicable, within one workday of the commencement of any such cause and prior to the scheduled completion date, give to the Buyer written notice thereof, and the anticipated impact of the cause on performance of work. Within two workdays after the termination of any such cause, the Service Provider shall file a written notice with the Buyer specifying the actual duration of the cause. Failure to give any of the above notices constitutes a waiver of that portion of an extension of time commensurate with such delay. If INDYNE agrees that the cause was unforeseeable, beyond the control and without the fault or negligence of the Service Provider, the Buyer will determine the duration of the delay and will extend the time of performance of the Purchase Order accordingly but only to the extent that the United States Government allows an extension of time to INDYNE under the prime contract for such a delay, with all such agreements, determinations and permissions subject to challenge and/or appeal as provided for under these Terms and Conditions.

#### **C07 CHANGES IN THE WORK**

The Buyer reserves the right to make changes in the work by written notice to the Service Provider. If such changes cause a material increase or decrease in the cost of performing the work or the time of performance, the Service Provider shall provide prompt written notice of any such change to the Buyer not later than seven (7) calendar days after receiving notice of such change(s). An adjustment in the Purchase Order price and/or the time of performance will be considered in accordance with the Changes clause of these Terms and Conditions, see FAR §52.243-01, Alternate II.

Concerning marine vessel contracts, it is understood that the hours listed on the Purchase Order are estimated and subject to change due to mission requirements and/or unforeseen circumstances. The Service Provider will submit invoices reflecting actual hours worked which will be verified by Marine Ops personnel prior to payment.

The Service Provider acknowledges that changes may be ordered pursuant to the Purchase Order that may affect the work. The Service Provider shall proceed to carry out any such change ordered by INDYNE, insofar as it affects the work, and the Service Provider agrees that any resulting increase in Service Provider's compensation or in the time of performance shall not exceed the compensation and/or extension allowed to INDYNE by the Government in respect of such change, in all cases subject to challenge, dispute, and/or appeal as provided for under these Terms and Conditions. INDYNE will present to the Government, consistent with any information the Service Provider has provided, and endeavor to consult with the Service

Provider when presenting their changes to the Government customer. In all such cases, INDYNE shall deal directly with the Government, and the Service Provider will not participate unless requested by the prime contractor.

### **SECTION D SPECIAL REQUIREMENTS**

#### **D01 SERVICE PROVIDER ACKNOWLEDGEMENT**

The Service Provider acknowledges that INDYNE has entered into a prime contract with the U.S. Government (Owner) concerning work to be performed under the Purchase Order. These Terms and Conditions represent no privity of contract between the Service Provider and any Government Agency. Communication or contact with INDYNE's customer with regards to the execution of the Purchase Order must **NOT** be made without the permission of INDYNE. Any direct communication with the Service Provider by INDYNE's customer concerning any matter involving the Purchase Order, including work direction, shall not be deemed to be a breach of these Terms and Conditions; however, the Service Provider will promptly advise INDYNE of such inquiries and/or direction and take no action that changes the agreed upon scope of work or could cause a change in agreed upon price without coordination and approval with the designated Buyer. This clause in no way is intended to preclude the Service Provider from its normal, previous business relationship with the Owner.

#### **D02 ENTIRE AGREEMENT**

These Terms and Conditions, along with the Purchase Order issued to the Service Provider, embodies the entire agreement between INDYNE and Service Provider and supersedes all other writings or oral agreements. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein. No amendments or modifications of any of the Terms and Conditions shall be valid unless reduced to writing and signed by the Buyer.

#### **D03 INDEPENDENT CONTRACTOR**

The Service Provider represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the work under these Terms and Conditions. The Service Provider shall act as an independent contractor and not as the agent of the prime contractor in performing services outlined on the Purchase Order, maintaining complete control over its employees and all of its suppliers and lower-tier subcontractors. Nothing contained on the Purchase Order or any lower-tier subcontract awarded by Service Provider shall create any contractual relationship between any such supplier or lower-tier subcontractor. The Service Provider shall perform its work hereunder in accordance with its own methods, subject to compliance with the Purchase Order.

#### **D04 GOVERNING LAW**

In the event that a dispute arises regarding the performance or provisions of the Purchase Order or these Terms and Conditions and said dispute is not resolved by negotiations, any action resulting thereof shall be interpreted and resolved in accordance with federal common law, and federal regulations for government contracts, and if no federal common law or federal regulation applies, then the laws of the Commonwealth of Virginia shall apply, without regard to conflicts of laws.

#### **D05 TAXES AND ASSESSMENTS**

Except to the extent otherwise indicated in these Terms and Conditions, the Service Provider accepts full and exclusive liability for

the payment of any and all taxes and assessments that may now or hereafter be imposed by local, state, or federal governments, including without limitation all sales, use, power, gross receipts, or other taxes levied with respect to equipment furnished or work performed by the Service Provider, or payments made to Service Provider, and assessments for unemployment insurance, old age benefits, annuities, disability benefits, or other purposes that are in whole or in part measured by and/or based upon the wages, salaries, or other remunerations paid to persons employed by the Service Provider on work under the Purchase Order. The Service Provider hereby indemnifies and holds harmless INDYNE from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

#### **D06 INDEMNITY**

The Service Provider shall indemnify, defend, and hold harmless INDYNE and Owner, and all of their employees and representatives, against all suits, actions, loss, damage, and expense of whatsoever kind or nature, including, but not limited to liability for injury or harm to persons, including employees of the Service Provider and its subcontractors, or loss of or damage to property, including the Government property respectively (collectively, "Claims"), to the extent caused by Service Provider's wrongful or negligent acts hereunder, including in the use by the Service Provider of any Government-furnished equipment, provided that INDYNE provides the Service Provider prompt notice of any Claims, permits the Service Provider to control the defense of any Claims, and reasonably cooperates with the Service Provider in such defense. Such indemnity obligation on the part of the Service Provider shall apply whether or not there is a strict liability or concurring negligence on the part of INDYNE, but the Service Provider does not hereby assume liability for the sole active negligence or willful misconduct of INDYNE, or its representatives without fault on the part of the Service Provider.

#### **D07 RESPONSIBILITY FOR WORK**

The Service Provider shall have full opportunity to examine the sites referred to in the Purchase Order, and it assumes full responsibility for performance in a manner adequate to meet the required schedules. In such case, to the extent problems are caused by the failure of the Service Provider to have acquainted itself with any applicable condition, this will not entitle the Service Provider to any additional compensation or time of performance for such work hereunder.

#### **D08 EXCLUSION OF CONSEQUENTIALS**

No party shall be liable to the other for consequential, incidental, special (including multiple or punitive) or any other indirect damages (including lost profits) that are claimed to be incurred by the other party whether such claim arises under contract, tort (including strict liability), indemnity or other theory of law. Notwithstanding the provisions of this section, no limitation of liability under these Terms and Conditions will be applicable with a claim that is the result of a party's gross negligence or intentional misconduct.

#### **D09 SEVERABILITY**

In the event any one or more provisions (or part thereof) contained in this Terms and Conditions shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms and Conditions.

#### **D10 ORDER OF PRECEDENCE**

In resolving conflicts, errors and discrepancies within the Purchase Order & Terms and Conditions documents, the documents shall be given the following order of precedence

- a. Purchase Order & Terms and Conditions
- b. InDyne Statement of Work or Performance Work Statement (if applicable)
- c. Statement of Work or Performance Work Statement in Service Provider's Proposal

In case of conflict or discrepancies, errors, or omissions among the various Purchase Order and Terms and Conditions documents, notice shall be submitted immediately by the Service Provider to INDYNE for decision and such decision shall be final, subject to challenge, dispute and/or appeal in accordance with these Terms and Conditions. Any work affected by such conflicts, discrepancies, errors, or omissions that is performed prior to INDYNE's determination shall be at the Service Provider's risk, subject to challenge, dispute and/or appeal in accordance with these Terms and Conditions.

#### **D11 ASSIGNMENT**

The Service Provider may not sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under the Purchase Order without the prior written consent of the Buyer; such consent shall not be unreasonably withheld.

#### **D12 INSURANCE**

The Service Provider shall procure and maintain for the duration of the work being performed, including any of its subcontractors used in connection with the work outline in the Purchase Order to maintain the insurance policies required below. Certificate of Insurance from the Service Provider must be provided to INDYNE prior to the commencement of work by any of Service Provider's personnel on any military installation(s).

##### **Commercial General Liability Insurance**

Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability and independent contractor's liability with limits of no less than:

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

Such insurance shall be endorsed to add InDyne, Inc., it's directors, officers and employees and customer as required in the prime contract, as Additional Insured on both the premises and operations and products and completed operations insurance; be primary and non-contributory to any insurance maintained by InDyne, Inc.; and include a waiver of subrogation in favor of InDyne, Inc., and its customer when required in InDyne's prime contract.

##### **Business Automobile Liability Insurance**

Coverage for the use of all owned, hired and non-owned vehicles with limits of no less than:

- \$1,000,000 per Occurrence

Such insurance shall be endorsed to add InDyne, Inc., it's directors, officers and employees and customer as required in the prime contract, as Additional Insured; be primary and non-contributory to any insurance maintained by InDyne, Inc.; and include a waiver of subrogation in favor of InDyne, Inc. and its customer when required in InDyne's prime contract.

##### **Workers Compensation**

State Workers Compensation insuring the states where the work will be performed and Employer's Liability Insurance in minimum amounts of \$500,000. If maritime employment is involved, contractor is required to maintain insurance for the Longshore and Harbor Workers Act, Maritime Employers Liability in the minimum amount of \$1,000,000. Such policies shall include a Waiver of Subrogation in favor of InDyne, Inc. and its customer when required in InDyne's prime contract.

**Commercial Umbrella Liability**

Coverage is to be excess of the Commercial General Liability, Business Auto Liability and Employers Liability and shall be as broad as the primary required insurance and include InDyne, Inc., it's directors, officers, employees and customer as required in the prime contract, as Additional Insured; be primary and non-contributory to any insurance maintained by InDyne, Inc.; and include a waiver of subrogation in favor of InDyne, Inc. and its Customer when required in InDyne's Prime Contract, with limits no less than:

\$4,000,000 per Occurrence  
 \$4,000,000 Aggregate

**Professional Liability and Cyber Liability**

If the Service Provider is performing any professional services, they shall maintain Professional Liability with limits of \$1,000,000 per claim/aggregate. If coverage is provided under any claims made policy, coverage shall be maintained for not less than 3 years following completion or termination of the Purchase Order.

The Service Provider, its consultants or subcontractors are not insured or covered under any insurance maintained by InDyne, Inc.. Any deductibles, self-insured retentions and exclusions or limitations in the Service Provider's insurance coverage shall be assumed by and the sole responsibility of the subcontractor. The insurance policies and limits of insurance required in these Terms and Conditions shall not limit the liability of the Service Provider or its subcontractors.

The Service Provider's insurance shall be endorsed to provide a 30-day notice of cancellation to InDyne, Inc. The Service Provider shall provide a 15-day notice to InDyne, Inc. in the event of any material reduction or amendment of the required insurance. Prior to commencement of any work and at least 15 days prior to the renewal, the Service Provider shall provide evidence of the required insurance to InDyne, Inc., including evidence of any of its subcontractors. Failure of InDyne, Inc., to request evidence of such required insurance is not intended to be a waiver of such required insurance.

**D13 POINT OF INSPECTION AND ACCEPTANCE**

The point of delivery of services under the Purchase Order will be the designated point of final inspection and acceptance for work performed on the Purchase Order.

**D14 PERMITS**

The offeror shall, at the offeror's expense, obtain and maintain any permits, licenses, and other authorities required or issued by foreign governments, States and local governments, as well as, any such permits licenses, required by State and local governments for work performed outside of U.S. Government facilities related to performance under the Purchase Order.

**SECTION E  
 ADDITIONAL CLAUSES**

**I. NOTICE:** The following clauses in this section are from the FAR, Defense FAR Supplemental, Air Force FAR Supplemental, and the Air Force Materiel Command FAR Supplemental. "Service Provider" shall be substituted for "Contractor", "Purchase Order" shall be substituted for "Contract", "Buyer" shall be substituted for "Contracting Officer", and "INDYNE" shall be substituted for "Government" whenever those terms appear in the provisions/clauses.

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

- §52.202-1 Definitions (Nov 2013)
- §52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
- §52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)**
- §52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- §52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
- §52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- §52.222-26 Equal Opportunity (Sep 2016)
- §52.222-50 Combating Trafficking in Persons (Mar 2015)
- §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)
- §52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- §52.225-13 Restrictions on Certain Foreign Purchases (June 2008)
- §52.228-5 Insurance – Work on a Government Installation (Jan 1997)
- §52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- §52.233-1 Disputes (May 2014)
- §52.233-3 Protests after Award (Aug 1996)
- §52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- §52.236-13 Accident Prevention (Nov 1991), *Alternate I (Nov 1991)*
- §52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- §52.242-15 Stop-Work Order (Aug 1989)
- §52.243-1 Changes – Fixed-Price (Aug 1987), *Alternate II (Apr 1984)*
- §52.246-4 Inspection of Services – Fixed Price (Aug 1996)
- §52.249-1 Termination for Convenience of the Government (Fixed-Price) (Apr 1984)
- §52.249-4 Termination for Convenience of the Government (Fixed-Price) (Apr 1984)
- §52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

**DEFENSE FEDERAL ACQUISITION REGULATION (DFAR) SUPPLEMENT CLAUSES**

- §252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Dec 2008)
- §252.204-7000 Disclosure of Information (Oct 2016)
- §252.227-7022 Government Rights (Unlimited) (Mar 1979)
- §252.227-7023 Drawings and Other Data to Become Property of Government (Mar 1979)

§252.235-7000 Indemnification Under 10 U.S.C. 2354--Fixed Price (Dec 1991)

**II. NOTICE:** The following clauses pertinent to this section are hereby incorporated in full text.

**OTHER CLAUSES IN FULL TEXT**

**§52.246-20 Warranty of Services (May 2001)**

(a) Definitions.

“Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government 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 Government or any provision concerning the conclusiveness thereof, the Contractor 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 Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either --

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

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

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

**§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):

FAR - <https://acquisition.gov/browsefar>

DFAR - <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

AFFAR - [http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af\\_afmc/affars/affar1toc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affar1toc.htm)

**ADDITIONAL CLAUSES FOR PURCHASE ORDERS EXCEEDING \$150K**

§52.203-3 Gratuities (Apr 1984)

- §52.203-5 Covenant Against Contingent Fees (May 2014)
- §52.203-7 Anti-Kickback Procedures (May 2014)
- §52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
- §52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
- §52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- §52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- §52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
- §52.222-37 Employment Reports on Veterans (Feb 2016)
- §52.222-54 Employment Eligibility Verification (Oct 2015)
- §52.242-13 Bankruptcy (July 1995)
- §52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

**OTHER CLAUSES IN FULL TEXT**

**§52.222-35 Equal Opportunity for Veterans (Oct 2015)**

(a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**§52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made

as shall be appropriate to identify properly the parties and their undertakings.