

**SECTION I: GENERAL PROVISIONS****1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**

(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment hereof are hereby objected to by B&P Manufacturing and have no effect unless accepted in writing by B&P Manufacturing.

**2. DEFINITIONS**

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as this "PO", "Purchase Order", or other such type designation, including all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(c) "DFAR" means the Defense Federal Acquisition Regulation Supplement; DFARS provides Department of Defense implementation and supplementation of the Federal Acquisition Regulation.

(d) "B&P Manufacturing" means Brooks and Perkins, Inc., doing business as B&P Manufacturing.

(e) "B&P Manufacturing Procurement Representative" means the person authorized by B&P Manufacturing to administer and/or execute this Contract.

(f) "PO" or "Purchase Order" as used in any document constituting a part of this Contract shall mean this "Contract."

(g) "SELLER" means the Party identified on the face of the Contract with whom B&P Manufacturing is contracting.

(h) "Work" means all required articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

**3. DPAS RATING**

If a DPAS Rating is shown on the face or any line of this PO, then this is a "DPAS Rated" order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700 et seq.).

All "DPAS Rated" orders must be accepted or rejected as follows:

(a) "DO" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt.

(b) "DX" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt.

(c) Rejection of "DO" or "DX" orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection.

(d) If, after acceptance of this order, seller subsequently finds that shipment or performance will be delayed, seller must notify the buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise of a new shipment or performance date.

If both DPAS rated and unrated PO quantities are reflected in this order, you are only required to follow the DPAS regulation as it pertains to the DPAS rated quantities.

#### **4. EXPORT CONTROL**

In performance of this PO, Supplier will ensure that it complies with all International Traffic in Arms Regulations (ITAR) and requirements as applicable, and that it marks any ITAR controlled technical data (e.g. drawings, operating manuals, specifications, etc.) to be provided to B&P with the following legend: "WARNING – This document contains technical data, the export of which is restricted by the Arms Export Control Act (AECA) and the International Traffic in Arms Regulations (ITAR). A license from the Department of State or other authorization is required before this document may be provided to a foreign person or entity."

Supplier agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export control Act, 22 U.S. C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C. F. R. 730-774,; including the requirement for obtaining any export license or other approval. Without limiting the foregoing, Supplier agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower- tier suppliers, without the authority of an export license, technical assistance agreement, or applicable exemption or exception.

(a) Supplier shall immediately notify B&P if Supplier is, or becomes listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S Government entity or agency.

(b) If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Directorate of Defense Trade Controls, as required by ITAR, and it maintains an effective export/ import compliance program in accordance with the ITAR.

(c) Supplier shall indemnify and hold B&P harmless for all damages, costs, fines, penalties, attorney fees, and all other expenses arising from any claim or demand that Supplier firm failed to comply with stated statutes and regulations.

(d) Supplier agrees to comply with the above requirements for technical data provided during the solicitation and any resultant Agreement. In the event Supplier is not awarded an Agreement, Supplier agrees that all technical data provided to Supplier relative to the solicitation, including all copies thereof made by Supplier, shall be returned or destroyed within thirty (30) days of non-award notice to Supplier by B&P, and that Supplier shall make no further use or disclosure of such technical data.

## **SECTION II: FAR/DFAR FLOWDOWN PROVISIONS**

### **A. INCORPORATION OF FAR CLAUSES**

The Federal Acquisition Regulation (FAR) clauses and Defense Federal Acquisition Regulation (DFAR) clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different than the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

### **B. GOVERNMENT SUBCONTRACT**

This Contract is entered into by the Parties in support of a U.S. Government contract. As used in the clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Contract" means this contract.
3. "CONTRACTOR" means the SELLER, acting as the immediate (first tier) subcontractor to B&P Manufacturing.
4. "Prime Contract" means the contract between B&P Manufacturing and the U.S. Government or between B&P Manufacturing and its higher-tier contractor who has a contract with the U.S. Government.
5. "Subcontract" means any contract placed by the CONTRACTOR or lower-tier subcontractors under this Contract.

**C. NOTES**

1. Substitute "B&P Manufacturing" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "B&P Manufacturing Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and B&P Manufacturing" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or B&P Manufacturing" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the CONTRACTOR to/from the Contracting Officer shall be through B&P Manufacturing

**D. FAR/DFAR FLOWDOWN CLAUSES**

1. The following clauses may be applicable to this order:

52.203-14 DISPLAY OF HOTLINE POSTERS (MAY 2022)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2018)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTELBLOWER RIGHTS (SEP 2013)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (MAY 2016)

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT (MAY 2016)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLE CONTAINING SPECIALTY METALS (DEC 2019)

252.225-7013 DUTY-FREE ENTRY—BASIC (APR 2020)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (FEB 2019)

H-209-H004 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (DEC 2018)

2. The following FAR clause applies to small business subcontractors:

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

3. The following DFAR clause applies If any technical information is provided by B&P to supplier for this order:

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

4. The following FAR clause applies if the order equals or exceeds \$10,000:

## 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT

5. The following FAR clauses apply if the order equals or exceeds \$250,000:

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, WITH ALTERNATE I (OCT 1995)

52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

52.203-12 LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)

6. The following DFAR clause applies if the order equals or exceeds \$500,000:

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019)

7. The following FAR clause applies if the order equals or exceeds \$550,000:

52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)

8. The following DFAR clause applies if the order equals or exceeds \$1,000,000, unless the item is considered a commercial off the shelf item as defines in Defense Federal Acquisition Regulations:

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

9. The following DFAR clause applies if the order equals or exceeds \$6,000,000:

252.203-7004 DISPLAY OF HOTLINE POSTERS (MAY 2022)