



**General Terms and Conditions  
and FAR/DFARS Flowdown  
Provisions for Subcontracts or  
Purchase Orders for Noncommercial  
Items under a US Government Prime Contract**

## A. General Requirements

1. **QUALITY ASSURANCE:** Supplier shall maintain a documented quality system compliant with applicable portions of AS9100, ISO-9001:2000 or equivalent; InterConnect Wiring (INTERCONNECT) maintains the right to conduct periodic reviews of supplier's quality assurance program, processes and procedures.
2. **DELIVERY:** Deliveries shall be made both in quantities and at times stated in the INTERCONNECT purchase order. Seller understands and agrees that **TIME IS EXPRESSLY OF THE ESSENCE** with respect to delivery of items contained in the purchase order. Supplier agrees (a) to properly pack, mark and ship products in accordance with INTERCONNECT requirements and in such a manner to ensure no damages occur during transit due to packaging; (b) to make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) or drayage of items unless otherwise stated in the purchase order; (c) to provide with each shipment a packing slip showing INTERCONNECT purchase order number, revision number (if applicable), INTERCONNECT part number, Supplier's part number (where applicable), product description, quantity of pieces in shipment, and number of cartons or containers in shipment; (d) for cartons containing more than one type of product, each type of product will be clearly marked for ease of identification; and (e) for products requiring a Certificate(s) of Conformance, such Certificate(s) will be included with the packing slip. Shipments that do not comply with specific marking/shipping/packaging or documentation requirements may result in the reduction in the purchase order value of up to \$100 per shipment. This value will offset INTERCONNECT's internal cost of processing the non-conformance. If any delivery required of Supplier is behind the schedule specified in the purchase order, INTERCONNECT may elect to have such delivery made via expedited means at Supplier's expense.
3. **EARLY DELIVERY:** Suppliers are expected to deliver product/services on the due date noted in the purchase instrument; with permission, early delivery may be accepted up to 5 days prior to the due date. Any shipments received more than 5 days in advance may be returned at the supplier's expense. Shipments received after the due date will be considered a late delivery; under our supplier management system, suppliers are rated for on-time deliveries.
4. **INVOICE AND PAYMENT:** Unless otherwise provided in this contract/order, no invoices shall be issued nor payments made prior to delivery as specified in the document issued by the Buyer. All payments are subject to adjustment for shortages and/or rejections of delivered items.
5. **WITHHOLD:** Buyer may withhold payment in the amounts payable to the Seller hereunder on any claim or change Buyer may have against Seller.
6. **GOVERNMENT/CUSTOMER CONTACTS:** In general, Buyer, acting as Prime, has the singular right to engage the customer on matters related to business – includes both Government and Commercial customers benefiting under this order. INTERCONNECT shall be solely responsible for all liaison, coordination, and communication with the INTERCONNECT customer, including the US Government, as it affects the applicable prime contract, this contract, and any related contract.
7. **RELEASE OF INFORMATION:** Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this contract or the subject matter hereof, will be made by the Seller without the prior written consent and approval of INTERCONNECT.
8. **ORDER OF PRECEDENCE:** Any inconsistency in this subcontract/order shall be resolved by giving precedence in the following descending order: (a) the schedule, (b) the general provisions, (c) other documents, exhibits, and attachments to the schedule, and (d) specifications/statement of work.
9. **MATERIALS:** All materials supplied shall be configured to the latest applicable revision unless explicitly noted otherwise. If the purchase order line item references a revision that has been superseded, the supplier shall notify the INTERCONNECT buyer prior to accepting the purchase order to ensure the correct revision is supplied. The work delivered hereunder shall consist of new materials, as defined by FAR 52.211-5 (not used, reconditioned, remanufactured, or of such age as to impair usefulness or safety).
10. **PACKING AND SHIPMENT:** (a) Unless otherwise specified, all work is to be packed in accordance with good commercial practice to prevent damage and deterioration during shipping, handling, and storage. (b) A complete packing list shall be

enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the INTERCONNECT contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this contract number. (c) For work shipped within the United States, unless otherwise specified, delivery shall be FOB Destination.

11. **REJECTION:** Buyer shall notify Seller if any items/services delivered hereunder are rejected and at Buyer's election and Seller expense, replacement items shall be procured. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.
12. **CHANGES:** Buyer may at any time by written notice make changes within the general scope of this contract action, to drawings, specifications, shipping instructions, quantities, and delivery schedule. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment by Seller must be made within thirty days from the date of the change ordered or within such additional period of time as may be agreed upon.
13. **QUALITY CONTROL OF SUB-TIER SUPPLIERS:** Supplier shall assure control of quality at all points necessary to conform to this PO's requirements, whether performed by Supplier or by Supplier's sub-tiers. Supplier shall flow down to its sub-tiers any and all applicable sections or subsections of these Terms and Conditions, and shall ensure such portions are inserted in all subcontracts or Purchase Orders at every tier.
14. **LIQUIDATED DAMAGES:** In the event Seller fails to make delivery of an item in accordance with a Purchase Order delivery schedule(s), INTERCONNECT shall be entitled to receive compensation from seller in the form of liquidated damages and not as a penalty, and the Seller may be assessed such damages. The amount of such liquidated damages shall be equivalent to 0.5% of the value of the INTERCONNECT END ITEM for which this purchase is made for each calendar day of the delayed item. Such liquidated damages shall begin on the first day after the delivery date specified herein has passed. Seller shall be entitled to a grace period of seven (7) calendar days for delivery of the item past the delivery date specified herein, during which period no liquidated damaged will be assessed. If the item is not delivered before the grace period ends, then liquidated damages will be assessed on a retroactive basis as though there was no grace period. Liquidated damages will be limited to a maximum of 10% of the unit price of the INTERCONNECT END ITEM for which the Seller's item is purchased.
15. **TERMINATIONS:** (a) Buyer may by written notice of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) Seller fails to make delivery of the items within the time specified herein or any extension thereof, or if (ii) Seller fails to perform any of the provisions of this order or fails to make progress as to endanger performance of this order in accordance with its terms and in either of these circumstances does not cure such failure within a period of 10 calendar days (or longer period as authorized by the Buyer) after receipt of notice from the Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) Seller fails to provide Buyer, within a reasonable time after demand by Buyer, written assurance of due performance by Seller. (b) If this order is so terminated, Buyer may procure or otherwise obtain, upon such exceptions set forth below shall be liable to the Buyer for any excess costs or similar supplies or services along with additional administrative costs tied to the re-procurement actions. (c) Seller shall continue performance of this order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of the order except as herein provided. Buyers rights as set forth herein shall be in addition to the Buyer's other rights in case of Seller's default, whether set forth in the order of not. Buyer may terminate the Seller "for convenience" at any time; however, the Seller is entitled to submit a request for equitable adjustment on all work/costs to date.
16. **GOVERNING LAW:** The contract/order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of Texas.
17. **SUBCONTRACTING OR ASSIGNING:** Neither this contract nor the obligation of the Seller hereunder shall be subcontracted, assigned or delegated by operation of law, or otherwise without Buyer's written consent.
18. **TAXES:** Seller's prices/quotes shall separately note all applicable taxes.
19. **PRICE WARRANTY:** The Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customer purchasing the same items in like quantities.
20. **VARIATIONS IN QUANTITY:** Unless written pre-approval is received from the Buyer, no variations in quantities are authorized.
21. **INDEMNIFICATION:** The Seller shall indemnify INTERCONNECT against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on the alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the Seller in the course of performance of this contract by the Seller. The Seller shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against INTERCONNECT in any such action or actions, the Seller shall satisfy and discharge the same without cost or expense to INTERCONNECT. However, this indemnity shall not apply to claims, actions,

or suits resulting from INTERCONNECT negligence. INTERCONNECT shall indemnify the Seller against all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death of any person, based on any alleged injury or death of any person or damage to or loss of any property that may occur of that may be alleged to have been caused by INTERCONNECT in the course of the performance of this contract. INTERCONNECT shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the Seller in any such action or actions, INTERCONNECT shall satisfy and discharge the same without cost or expense to the Seller.

- 22. **INTELLECTUAL PROPERTY INFRINGEMENT:** Seller warrants that the Work performed and delivered under this contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless INTERCONNECT and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney’s fees, arising out of any action by a third party that is based on a claim that the Work performed or delivered under this contract infringes or otherwise violates the intellectual property rights of any person or entity.
- 23. **NOTIFICATION OF DEBARMENT/SUSPENSION STATUS:** Seller shall provide immediate notice to Buyer in the event of being debarred, suspended, or proposed for debarment by any Federal Agency during performance of this contract/order.
- 24. **CONTRACT DIRECTION:** Only the INTERCONNECT procurement/purchasing representative has the authority to amend this contract; such amendments must be in writing. INTERCONNECT engineering and technical personnel may render assistance or give technical “advice” or discuss or affect an exchange of information with Seller’s personnel concerning the work hereunder. Such actions shall not be deemed to be a “change” under the Changes clause of this contract (FAR 52.243-1), and shall not be the basis for any equitable adjustment. Except as otherwise provided herein, all notices to be furnished by the Seller shall be sent to the INTERCONNECT procurement representative.
- 25. **FAR and DFARS Clauses and Provisions**

*For all FAR and DFARS references, the terms “Government Contracting Officer”, “Contracting Officer”, and “Government” mean INTERCONNECT Buyer and Buyer’s Authorized Procurement Representative*

FAR Clauses & Provisions – latest version is applicable to all Contracts/Purchase Orders

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.201-9	Personal Identify Verification of Contractor Personnel
52.202-1	Definitions
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Posters
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.203-2	Certificate of Independent Price Determination
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-11	American recovery and Reinvestment Act – Reporting Requirements
52.204-14	Service Contract Reporting Requirements
52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.204-2	Security Requirements
52.204-5	Women-Owned Business (Other Than Small Business)
52.204-6	DUNS Number
52.204-9	Personal Identify Verification of Contractor Personnel
52.207-4	Economic Purchase Quantity - Supplies
52.207-7	Anti-Kickback Procedures
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-5	Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-14	Notice of Priority Rating for National Defense Use
52.211-15	Defense Priority and Allocation Requirements
52.211-5	Material Requirements
52.211-7	Alternatives to Government – Unique Standards
52.212-5	Contract Terms and Conditions Required to Implement Statutes and Executive Orders
52.213-4	Terms and Conditions – Simplified Acquisitions
52.214-26	Audit and Records - Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-16	Facilities Capital Cost of Money
52.215-17	Waiver of Facilities Capital Cost of Money
52.215-18	Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-2	Audit and Records – Negotiation
52.215-2	Audit and Records – Negotiation ALT I (include if subject to American Recovery and Reinvestment Act of 2009)
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges (Oct 2009) (This clause applies
52.215-6	Place of Performance
52.215-9	Changes or Additions to Make-Or-Buy Program
52.216-10	Incentive Fee – applicable if this is a cost plus incentive fee order
52.216-11	Cost Contract – No Fee – applicable if this is a cost no fee order
52.216-12	Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order
52.216-25	Contract Definitization

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.216-7	Allowable Cost and Payment
52.216-8	Fixed Fee – applicable if this is a cost plus fixed fee order
52.219-1	Small Business Program Representations
52.219-10	Incentive Subcontracting Program
52.219-16	Liquidated Damages - Subcontracting Plan
52.219-22	Small Disadvantaged Business Status
52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-26	Small Disadvantaged Business Participation program - Incentive Subcontracting
52.219-28	Post –Award Small Business Program Representation
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-11	Subcontracts Labor Standards
52.222-17	Non-displacement of Qualified Workers (Service Contracts)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-2	Payment for Overtime Premiums
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-29	Notification of Visa Denial
52.222-3	Convict Labor
52.222-33	Notice of Requirement for Project Labor Agreement
52.222-34	Project Labor Agreements
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
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-40	Notification of Employee Rights Under Federal Labor Laws
52.222-41	Service Contract Act of 1965, As Amended
52.222-43	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts)
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment
52.222-50	Combating Trafficking in Persons
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.222-54	Employment Eligibility Verification
52.223-1	Bio-based Product Certification
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Toxic Chemical Release Reporting
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-16	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.223-2	Affirmative Procurement of Bio-based Products Under Service and Construction Contracts
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-4	Recovered Material Certification
52.223-5	Pollution Prevention and Right-To-Know Information
52.223-6	Drug-Free Workplace
52.223-7	Notice of Radioactive Materials
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items
52.224-2	Privacy Act
52.225-1	Buy American Act – Supplies
52.225-10	Notice of Buy American Act / Balance of Payments Program Requirement – Construction Materials
52.225-11	Buy American Act – Construction Materials Under Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-15	Sanctioned European Union Country End Products
52.225-18	Place of Manufacturer (applicable to solicitations)
52.225-19	Contacting Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States
52.225-2	Buy American Act Certificate
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan Certification
52.225-21	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-22	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-23	Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-24	Notice of Required Use of American Iron, Steel and Other Manufactured Goods – Buy American Act
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities Relating to Iran
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.225-3	Buy American Act – Free Trade Agreements – Israel Trade Act
52.225-4	Buy American Act - Free Trade Agreements – Israel Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-7	Waiver of Buy American Act for Civil Aircraft and Related Articles
52.225-8	Duty-Free Entry
52.225-9	Buy American Act – Construction Materials
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-1	Authorization and Consent

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights -- Ownership by the Contractor
52.227-13	Patent Rights -- Ownership by the Government
52.227-14	Rights in Data - General
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
52.227-16	Additional Data Requirements
52.227-17	Rights in Data - Special Works
52.227-18	Rights in Data - Existing Works
52.227-19	Commercial Computer Software License
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-20	Rights in Data - SBIR Program
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment - Major Systems
52.227-22	Major System - Minimum Rights
52.227-23	Rights to Proposal Data (Technical)
52.227-6	Royalty Information
52.227-9	Refund of Royalties
52.228-12	Prospective Subcontractor Requests for Bonds
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance - Work on a Government Installation
52.228-7	Insurance - Liability to Third Persons
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.229-2	North Carolina State and Local Sales and Use Tax
52.229-3	Federal, State and Local Taxes
52.229-4	Federal, State and Local Taxes (State and Local Adjustments)
52.229-6	Taxes - Foreign Fixed Price Contracts
52.229-7	Taxes - Fixed Price Contracts with Foreign Governments
52.229-8	Taxes - Foreign Cost Reimbursement Contracts
52.230-1	Cost Accounting Standards Notices and Certifications
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
52.230-5	Cost Accounting Standards -- Educational Institutions
52.230-6	Administration of Cost Accounting Standards
52.232-16	Progress Payments
52.232-17	Interest
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-24	Prohibition of Assignment of Claims
52.232-27	Prompt Payment for Construction Contracts

<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.232-32	Performance-based Payments
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.232-7	Payments under Time-and Materials and Labor-Hour Contracts
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.234-4	Earned Value Management System
52.236-13	Accident Prevention
52.237-10	Identification of Uncompensated Overtime
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.237-7	Indemnification and Medical Liability Insurance
52.237-8	Restriction on Severance Payments to Foreign Nationals
52.239-1	Privacy or Security Safeguards
52.242-13	Bankruptcy
52.242-14	Suspension of Work
52.242-15	Stop-Work Order
52.242-17	Government Delay of Work
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.243-1	Changes – Fixed Price
52.243-2	Changes – Cost Reimbursement
52.243-3	Changes—Fixed Price
52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
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52.245-9	Use and Charges
52.246-1	Inspection of Supplies – Fixed Price
52.246-12	Inspection of Construction
52.246-16	Responsibility for Supplies
52.246-2	Inspection of Supplies-Fixed Price
52.246-3	Inspection of Supplies-Cost-Reimbursement
52.246-5	Inspection of Services – Fixed Price
52.246-6	Inspection – Time and Material Labor Hour
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.247-67	Submission of Transportation Documents for Audit



<b>FAR Clause</b>	<b>FAR Clause Title</b>
52.248-1	Value Engineering
52.248-3	Value Engineering – Construction over \$65K
52.249-1	Termination for Convenience of the Government (Fixed Price)
52.249-14	Excusable Delays
52.249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-5	Termination for Convenience of the Government
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service)
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses incorporated by Reference
52.253-1	Computer Generated Forms

DFARS Clauses – all Purchase Orders

<b>DFARS Clause</b>	<b>DFARS Clause Title</b>
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.203-7003	Agency Office of the Inspector General
252.203-7004	Display of Fraud Hotline Posters
252.204-7000	Disclosure of Information
252.204-7004	Alternate A, Central Contractor Registration
252.204-7007	Alternate A, Annual Representations and Certifications
252.204-7008	Export Controlled Items
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the US-International Atomic Energy Agency Additional Protocol
252.204-7012	Safeguarding of Unclassified Controlled Technical information
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7004	Subcontracting With Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.209-7006	Limitations on Contractors Acting as Lead System Integrators
252.209-7007	Prohibited Financial Interests for Lead System Integrators
252.209-7008	Notice of Prohibition Relating to Organizational Conflict of Interest – Major Defense Acquisition Program
252.209-7009	Organizational Conflict of Interest – Major Defense Acquisition Program
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7006	Radio Frequency Identification
252.211-7007	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry
252.212-7001	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items
252.215-7000	Pricing of Adjustments

<b>DFARS Clause</b>	<b>DFARS Clause Title</b>
252.215-7002	Cost Estimating System Requirements
252.215-7004	Excessive Pass-Through Charges
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel
252.216-7009	Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding
252.217-7026	Identification of Sources of Supply
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)
252.219-7004	Small Business and Small Disadvantaged Business Subcontracting Plan (Test Program)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements
252.222-7000	Restrictions on Employment of Personnel
252.222-7002	Compliance With Local Labor Laws (Overseas)
252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements
252.223-7001	Hazard Warning Labels
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7003	Change in Place of Performance - Ammunition and Explosives
252.223-7004	Drug-Free Work Force
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American Act and Balance of Payments Program Certificate
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	Reporting of Contract 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
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.
252.225-7008	Restriction of Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Conflict Minerals)
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K)
252.225-7011	Restriction on Acquisition of Supercomputers
252.225-7012	Preference for Certain Domestic Commodities (Berry Amendment)
252.225-7013	Duty-Free Entry
252.225-7014	Preference for Domestic Specialty Metals, Alternate I
252.225-7015	Preference for Domestic Hand or Measuring Tools (Berry Amendment)
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings
252.225-7018	Notice of Prohibition of Certain Controls with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test and Evaluation
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7022	Trade Agreements Certificate – Inclusion of Iraqi End Products
252.225-7025	Restrictions on Acquisition of Forgings

<b>DFARS Clause</b>	<b>DFARS Clause Title</b>
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales
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 of 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 (applicable to subcontracts with U.K. firms)
252.225-7033	Waiver of United Kingdom Levies (orders with UK firms exceeding \$1,000,000)
252.225-7035	Buy American Act Free Trade Agreements Balance of Payments Program Certificate
252.225-7036	Buy American Act Free Trade Agreement Balance of Payments Program
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7040	Contractor Personnel Supporting a Force Deployed Outside the United States
252.225-7042	Authorization to Perform
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the US
252.225-7044	Balance of Payments Program – Construction Material
252.225-7045	Balance of Payments Program – Construction Material Under Trade Agreements
252.225-7046	Exports By Approved Community Members in Response to the Solicitation
252.225-7047	Export by Approved Community Members in Performance of the Contract
252.225-7048	Expor - Controlled Items
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
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Rights in Technical Data - Commercial Items (in lieu of DFARS 252.227-7013 for Commercial Items)
252.227-7016	Rights in Bid or Proposal Information
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.227-7018	Rights in Noncommercial Technical Data and Computer Software- Small Business Innovation
252.227-7019	Validation of Asserted Restrictions -- Computer Software
252.227-7020	Rights in Special Works
252.227-7021	Rights in Data - Existing Works
252.227-7022	Government Rights (Unlimited)
252.227-7023	Drawings and Other Data To Become Property of the Government
252.227-7024	Notice and Approval of Restricted Designs
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7030	Technical Data - Withholding of Payment
252.227-7032	Rights in Technical Data and Computer Software (Foreign)
252.227-7033	Rights in Shop Drawings
252.227-7034	Patents-Subcontracts
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - Ownership by the Contractor Large Business

<b>DFARS Clause</b>	<b>DFARS Clause Title</b>
252.227-7039	Patents - Reporting of Subject Inventions
252.228-7000	Reimbursement for War Hazard Losses
252.228-7001	Ground and Flight Risk
252.228-7003	Capture and Detention
252.228-7005	Accident Reporting and Investigation - Aircraft, Missiles, and Space Launch Vehicles
252.229-7000	Invoices Exclusive of Taxes or Duties
252.229-7001	Tax Relief
252.229-7003	Tax Exemptions (Italy)
252.229-7004	Status of Contractor As A Direct Contractor (Spain)
252.229-7005	Tax Exemptions (Spain)
252.229-7006	Value Added Tax Exclusion (United Kingdom)
252.229-7007	Verification of US Receipt of Goods
252.229-7008	Relief from Import Duty (United Kingdom)
252.229-7011	Reporting of Foreign Taxes - US Assistance Program
252.231-7000	Supplemental Cost Principles
252.234-7001	Notice of Earned Value Management System (If required by DFARS 203.234)
252.234-7002	Earned Value Management System
252.234-7003	Notice of Cost and Software Data Reporting System
252.234-7004	Cost and Software Data Reporting System
252.235-7003	Frequency Authorization
252.235-7004	Protection of Human Subjects
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers
252.237-7019	Training for Contractor Personnel Interacting with Detainees
252.237-7023	Continuation of Essential Contractor Services
252.237-7024	Notice of Continuation of Essential Contractor Services
252.239-7000	Protection Against Compromising Emanations
252.239-7001	Information Assurance Contractor Training and Certification
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.239-7018	Supply Chain Risk
252.242-7004	Material Management and Accounting System
252.242-7005	Contractor Business Systems
252.242-7006	Accounting System Administration
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.244-7000	Subcontracts For Commercial items and Commercial Components
252.244-7001	Contractor Purchasing System Administration
252.245-7001	Tagging, Labeling, and Marking Government Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.246-7000	Material Inspection and Receiving Report

DFARS Clause	DFARS Clause Title
252.246-7001	Warranty of Data Basic
252.246-7003	Notification of Potential Safety Issues
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7007	Liability and Insurance
252.247-7022	Representation of Extent of Transportation by Sea
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7000	Special Termination Costs
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering From Government Supply Sources
252-229-7002	Customs Exemptions (Germany)

## B. Nonconforming Material

1. **Meeting Specifications:** Items failing to conform to all applicable drawings, specifications, and/or other Purchase Order requirements shall not be delivered to INTERCONNECT without documented written approval from INTERCONNECT Quality Assurance.
2. **Nonconformance of Deliverables:** Supplier shall evaluate each nonconformance for its potential to exist in previously produced or delivered material. If a nonconformance exists in a previously delivered item, Supplier shall notify INTERCONNECT, in writing, within 24 hours and provide the following information: 1) description of nonconformance 2) affected Purchase Orders, delivery dates, quantities and lots.
3. **Nonconformance of Product:** Obtain INTERCONNECT approval for nonconforming product disposition. Notify INTERCONNECT of changes in product and/or processes; changes of suppliers; change of manufacturing facility; and where required obtain INTERCONNECT approval.

## C. Inspection and Testing

1. **Source Inspection:** Source inspection may be required prior to shipping.
2. **Data Sheet:** A data sheet shall accompany the first article. The data sheet shall list every dimension on the engineering drawing. Next to each dimension, the actual "as built" measurement shall be recorded. In lieu of a data sheet, measurements may be recorded directly on the engineering drawing. An in-house inspector shall sign and date the data sheet or drawing.
3. **Functional Testing:** Results of functional testing required with shipment. Functional testing documentation shall include test and acceptance criteria, controlling specification(s) or procedure(s) and the results of the test.
4. **Physical Properties Test:** Physical Properties Test Report Required per applicable Military Specification.
5. **Chemical Properties Test:** Chemical Properties Test Report Required per applicable Military Specification.
6. **Illumination Report:** Illumination Report required per applicable Military Specification.

## D. Materials and Components

1. **Manufacturer COC:** The manufacturer certificate of conformance (cert) with signature and title of authorized quality agent required for all items.
2. **COC Elements:** The certificate of conformance shall include the following: part number, purchase order number, applicable military specification, part number revision if one exists, quantity, serial number, name and address of process facility, and

date of certification. Vague or ambiguous statements such as "to the best of my knowledge" are not acceptable and may result in rejection of the item during receiving.

3. **QPL List:** QPL listed items shall be manufactured by sources listed in the applicable QPL.
4. **QPL Certificate:** Supplier must be able to obtain and supply manufacturer or QPL certificate upon request.
5. **Trace:** Lot traceability to the original point of manufacture or processing for all components, subcomponents, and/or assemblies is required.
6. **Material Shelf-Life:** For all materials with shelf life limitations, the remaining shelf life shall be 75% of the original shelf life (minimum) at time of shipping. Manufacturers name, lot number (if applicable) and manufacture date shall be provided with shipment.
7. **Bar Code/Marking:** Supplier shall apply bar codes to exterior package per INTERCONNECT Bar Code Requirements, INVT-0001-09. Suppliers may contact INTERCONNECT for a copy of document.

## 8. E. Right of Access

1. **In-Process Verifications:** INTERCONNECT reserves right of entry to Supplier's facility and any applicable sub-tier supplier facilities for the purpose of verifying compliance with all requirements of this order. INTERCONNECT and any customer or their representative shall have the right to perform in-process inspections, audits and system surveillance as part of the verification process. Supplier shall provide suitable facilities to perform these verifications to INTERCONNECT and any customer or their representative at no cost to INTERCONNECT.
2. **Quality Assurance:** During performance of this order, your quality system and processes are subject to review, verification and analysis by authorized government representatives in accordance with FAR Paragraph 46.102 Policy on Quality Assurance. Requirements

## F. Records

1. **Records Retention:** Supplier shall maintain records necessary to verify conformance of supplied material to the conditions of this order. Supplier shall also maintain records of all purchase orders. These records are to be maintained for a minimum of ten (10) years from the date of delivery and shall remain legible, readily identifiable and retrievable. At INTERCONNECT's election, such records shall be made available to INTERCONNECT, INTERCONNECT's customers and/or any regulatory agency, at no cost to INTERCONNECT. INTERCONNECT retains the right to inspect subject documents at supplier's premises upon reasonable notification of intent to do same.

## G. Special Process/Quality System Certifications

1. **First Article Inspection (if First Article called out on Purchase Order):** Initial delivery of material and/or assemblies manufactured to drawings supplied under this Purchase Order or Contract must meet First Article conformity per United Technologies Company (UTC) ASQR-08.2. Complete First Article documentation in accordance with the provisions of SAE AS9102, Aerospace First Article Inspection Requirements, including traceability to point of manufacture shall accompany all First Articles at time of delivery.
2. **Approved Sources:** When specified on the drawing or Purchase Order, suppliers must use sources approved by Sikorsky Aircraft Company (SAC) to perform special processes. *Note: The use of directed sources does not relieve the responsibility for subcontractor control (i.e. an approved source for Non-destructive Testing, Plating, etc).*
3. **Basic Quality Requirements:** The elements of SAC Quality Manual (ASQR-01) are incorporated herein by reference.
4. **Quality Records:** Retain quality records and make them available for the specified retention period: ten (10) years for all parts other than aftermarket and off-the-shelf industry parts; eight (8) years for aftermarket parts; four (4) years for off-the-shelf/industry standard parts (e.g. AN, AS, MS, etc).
5. **Revisions:** Where a specific revision of a part number is listed, Supplier must provide only that revision. If that revision has been superseded, Supplier shall notify INTERCONNECT buyer prior to shipment for further instructions.
6. **Wire and Cable Use and Handling:** If supplier uses or supplies silver plated copper wire in any application, the following provisions apply:

- a. At no time during handling shall the wire/cable (collectively "wire") ends be exposed to moisture or water. Any wire that is susceptible to an uncontrolled environment shall be put in a sealed bag with desiccant. Any wire that is in an uncontrolled environment and not terminated shall be inspected for the Red Plague. The wire bending radius will not be violated at any time during spooling, manufacturing, modification or rework.
- b. Storage of wire shall be in a controlled environment, which is defined as: temperature not to exceed 84 degrees F, humidity not to exceed 70%.
- c. Packaging for wire shall be as follows:
  - a) AWG sizes 10 and smaller
    - I. Cut and splice all lengths together (i.e. WECO splice)
    - II. Seal unplaced ends with heat shrinkable end caps
    - III. Use plastic spools only
    - IV. Bag each spool in clear plastic with desiccant, then individually box
    - V. All spools and box labels to include the following statement: "WARNING – MOISTURE DAMAGE WIRE (CABLE) – KEEP ENDS SEALED"
  - b) AWG sizes 8 and larger
    - I. Cut and splice all lengths together, then cover all splices with heat shrinkable tubing.
    - II. Seal unspliced ends with heat shrinkable end caps
    - III. Use 24" wood reels, with plastic wrap extending beyond the flanges and covering the spooled wire with a desiccant
    - IV. All reels labels to include the following statement: "WARNING – MOISTURE DAMAGE WIRE (CABLE) – KEEP ENDS SEALED"
- d. The acceptance standards shall be per the SS 7505

## H. Customer Specific Terms and Conditions

1. Sikorsky Aircraft Corporation Standard Terms and Conditions (SA908 October 5, 2005) and Supplemental Terms and Conditions (SA908-S October 5, 2005 edition) are incorporated herein by reference. Both documents may be accessed at [http://www.sikorsky.com/details/0.9602,CL11\\_DIV69\\_ETI328,00.html](http://www.sikorsky.com/details/0.9602,CL11_DIV69_ETI328,00.html).

## I. Counterfeit Parts Prevention

1. **Counterfeit Parts Prevention** clause is incorporated:
  - a) Counterfeit Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
  - b) SELLER agrees and shall ensure that Counterfeit Work is not delivered to INTERCONNECT.
  - c) SELLER shall only purchase products to be delivered or incorporated as Work to INTERCONNECT directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by INTERCONNECT.
  - d) SELLER shall immediately notify INTERCONNECT with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by INTERCONNECT, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

- e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation INTERCONNECT's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies INTERCONNECT may have at law, equity or under other provisions of this Contract.
- f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- g) Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard AS-5553 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.