

Quality Terms and Conditions for Vendors

[NOTE: Some of the requirements listed below are contingent upon other variables (i.e. – ‘aerospace products’, when required by Purchase Order, ‘if applicable’, ‘as applicable’ etc.). If the item(s) being supplied against these PO’s do not meet variables, than the requirements do not apply, unless they were previously addressed during the quoting stage].

Quality System

The supplier is required to maintain the quality system in effect at time of quality approval to guarantee the product or service will meet the requirements of the purchase order and applicable specifications.

The supplier’s quality system is subject to the approval of Industrial Metals Int’l Ltd’s quality department. This approval may be obtained via written quality survey or an on-sight quality audit and is subject to a periodic re-approval. Loss of Quality System certification or major changes are to be reported to Industrial Metals International Ltd. Quality department.

Suppliers of non-aerospace products shall, as a minimum, maintain a quality system compliant with ISO 9001:2015. Suppliers of aerospace products shall, as a minimum, maintain a quality system compliant with AS9100D or AS9120B.

If a defect is suspected post shipment the supplier is required to notify Industrial Metals Int’l Ltd of the potential defect.

Order of Precedence

If any requirement(s) defined in this document contradict the purchase order, the purchase order requirement(s) shall take precedence.

Flow down Requirements

To endure conformance to all Purchase Order requirements, Seller shall flow down all applicable requirements to Seller’s sub-tier sources, when such sources are used by Seller for procurement of processing of products for Industrial Metals International Ltd.

Material Country of Origin

Requirements for origin of Material will be identified on the Industrial Metals Int’l Ltd Purchase Order. North American suppliers must note the NAFTA compliance status of the material. Seller shall indicate Country of Origin on labels and/or certificate of conformance.

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Special Processes

The supplier is to maintain Special Process records, which should include, but are not limited to, the qualification of processes, procedures, and personnel. Supplier Records and Retained Information Supplier is responsible for inspection of all material under the referenced Purchase Order to all applicable drawing requirements and specifications prior to delivery. Supplier and their subcontractor(s) (if applicable) shall prepare records evidencing all inspections made under the referenced Purchase Order. Acceptance by Industrial Metals International Ltd. does not relieve supplier of any responsibility from meeting all engineering drawing and specification requirements.

Special Processes shall be performed by sources that are accredited by the National Aerospace and Defense Contractors Accreditation Program (NADCAP) and approved by end user (if applicable). This requirement applies whether the process is performed by the seller or by the seller's sub-tier sources.

Special Processes include, but are not limited to: NDT, Nonconventional Machining, Heat Treat, Welding and Chemical Processing.

This provision applies unless otherwise agreed to by Industrial Metals International Ltd.

Test, Inspection and Verification System

Suppliers shall develop inspection procedures and maintain records of inspection. Records shall include evidence of inspection for all attributes (e.g. physical inspection, acceptance test data) of products/processes supplied to Industrial Metals International Ltd., show that the product has been inspected and/or tested during all stages of manufacturing, identify the name of the individual (I.e. with stamps, etc.) who certified the results and where applicable include the results of the inspections and tests.

Supplier Records

Supplier is responsible for inspection of all material under the referenced purchase order to all applicable drawing requirements and specifications prior to delivery. Supplier shall prepare records evidencing all inspections made under this order. Acceptance by Industrial Metals Int'l Ltd does not relieve the supplier of any responsibility from meeting all engineering drawing and specification requirements. Inspection and test records shall be retained and made available to Industrial Metals Int'l Ltd for a period of no less than 10 years from delivery of material or they shall be forwarded to Industrial Metals Int'l Ltd for retention. These quality records include, but are not limited to: Manufacturer's Certificate of Conformance. Raw Material Certification, Test Reports, Inspection Reports and Process Certifications. Applicable specification and revision level must be present on certification and test reports.

Right of Entry

Industrial Metals International Ltd. , our customers, our customers' final customers and regulatory agencies shall have the right to verify the quality of work, records and material at your facility. When Industrial Metals International Ltd. Purchase Order shall state the arrangements and method of product release/approval.

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Identification

To prevent the purchase of counterfeit or suspect unapproved product, supplier shall mark/label the product in accordance with the latest revision of the specification/drawing and/or purchase order. Material shipped to any Industrial Metals Int'l Ltd facility or direct shipped to Industrial Metals Int'l Ltd's customer on behalf of Industrial Metals Int'l Ltd requires the identification of the Industrial Metals Int'l Ltd Purchase Order number on the packaging or package label.

Technical Data

Supplier shall comply with all specifications and drawings stated in the purchase order. Suppliers shall comply with the most stringent specification in the event of a conflict in specifications. If specification revision is **not listed, latest revision applies.**

Traceability

All Aerospace products shall have assigned a unique traceability number in the form of a lot/batch numbers or serialization. The supplier shall establish and maintain a documented heat lot control system that assigns a unique number to each heat lot or batch and shall be traceable through all fabrication and heat treat processes.

Preservation

Suppliers must exercise reasonable care when packaging and preserving material for transport to Industrial Metals Int'l Ltd. The material must be in good order; damage, corrosion free and Foreign Object Debris/Damage (FOD) free upon receipt into an Industrial Metals International Ltd. Facility. Supplier is expected to have documented standards for protection and preservation that are based on experience and industrial standards as appropriate to the product shipped. Supplier shall maintain a (FOD) prevention program to preclude introduction of foreign objects into the material processed or provided. Failure to properly protect the material will because for reject and subsequent return and debit of the material supplier.

Approved Suppliers

If subsequent processing or sub-contracting is employed, the supplier must verify that their processor is an Industrial Metals Int'l Ltd approved processor and is currently approved by Industrial Metals Int'l Ltd's customer. Industrial Metals International Ltd. suppliers and/or sub-tier suppliers are prohibited from using any source listed on the US government Excluded Parties List System (ELPS) (ref. <https://www.sam.gov>) in the production of material to be delivered to Industrial Metals International Ltd.

Material Test Reports

Material certifications (also referred to as "chemical and physical test reports", or as "test reports") are required with each shipment. All certifications must be traceable to one another by either a lot numbers, date code, heat number, job/work order numbers, or material P.O. number. If not supplied at the time of shipment, all certifications must be maintained on file and available upon request by buyer. The supplier shall provide copies of the original mill Test Reports showing material traceability to the producer. The Test Reports shall show the test results required by the specification referenced in the Purchase Order including any heat-treat response tests or NDE as required. Material Country of Origin and Country of Melt and complete traceability to the original manufacturer must be indicated on the Test Report. Certification of the manufacturing process and subsequent verification of the process results by processing vendor's lab is required, and should be included or forwarded to Industrial Metals Int'l Ltd along with applicable certificate of conformity, test reports, and/or airworthiness approval from approved manufacture or approved

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repair station. Such test reports shall show the actual number of pieces for each heat lot. If a sub-tier vendor carries out the subsequent testing, the sub-tier vendor must be approved by Industrial Metals Int'l Ltd and Industrial Metals Int'l Ltd's customer. All test reports should be signed and dated by qualified personnel. For all materials, all testing required by specification shall be reported on certified Test Reports.

Processing Test Reports

Processing Test Reports shall show material specification, condition or temper, heat lot, controlling process specification, and subsequent processing parameters as specified by the controlling specification. Processing parameters may include thermal processing times and temperatures, furnace number, NDE test specification, and internal procedure number. Subsequent test validations required by specification or purchase order such as hardness, conductivity, or mechanical testing shall be reported on the test report. If a sub-tier vendor carries out the subsequent testing, the sub-tier supplier must be approved by Industrial Metals Int'l Ltd and its customer. All processing test reports should be signed and dated by qualified personnel.

Sub-Processing Test Reports

If supplier carries out subsequent sub-processing, the sub-tier processing vendor must be approved by Industrial Metals International Ltd. and its customer and included as part of the Test Report record. All sub-processing test reports should be signed and dated by authorized personnel.

Certificates and Full Traceability

When required by the purchase order, seller shall provide a Manufacturer Certificate of Conformance, with the following (at minimum) clearly noted on it, with each shipment:

Vendor Name

Vendor Part Number

IML PO Number

Quantity

Lot/Heat Number

Seller must ensure that all certifications (Manufacturers Certificate of Conformance, Test Report's, Process Certs, Raw Material, Inspection Reports, etc....) for a part are traceable to one another by either a lot number, date code, heat number, job/work order number or material PO number and are available upon request by the buyer.

Revision Levels

All material supplied to Industrial Metals International Ltd. by the seller and its suppliers must be manufactured to an/or meet the most current revision level of the controlling part drawing/specification and its associated specifications at the time the purchase order was issued, unless otherwise specified on the purchase order. If Seller has a later revision on file than that which is specified on the PO (if applicable), seller must notify Industrial Metals International Ltd. of the discrepancy and obtain clarification.

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Test Pieces

Test pieces when required will be specified as a requirement on the Industrial Metals Int'l Ltd Purchase Order. The supplier will supply a representative test piece of each heat lot, not cut from the prime material unless authorized by PO.

Performance Monitoring and Rejections

Industrial Metals International Ltd. will monitor supplier's performance by examining on-time delivery, material claims, credits, recalls and documentation issues. In the event a shipment fails to meet specifications or Purchase Order requirements, supplier and its subcontractor(s) (if applicable) must provide a response to Industrial Metals International Ltd. Quality Assurance within 10 days of notification. If supplier does not respond within 10 working days, Industrial Metals International Ltd. shall as its discretion debit accounts payable and return the discrepant material freight collect.

Shelf Life

Seller shall advise shelf life and/or expiration date if applicable.

Packaging

Packaging should be done to protect product. All necessary steps shall be taken by the seller to prevent contamination, introduction of Foreign Object Debris (FOD), and deterioration. Parts must be packaged in a manner with sufficient protection to prevent damage during shipping. No loose packaging material small enough to block holes and/or crevices shall be used in the packaging of products.

Multiple Lots

Multiple lots shall be bagged/boxed/handled/packaged & identified separately and distinctly. Co-mingling of lots is not permissible. A manufacturing lot is defined as all material manufactured at the same time from the same material, or processed together through all operations.

Shipping Tolerance

Shipping tolerances per Purchasing Department / Supplier agreement.

Quality Performance

Industrial Metals International Ltd. expectations are that suppliers deliver 100% on- quality material. This includes accuracy, legibility and reproducibility of support documentation i.e. Certificate of Conformance, Processing certificates, etc. Industrial Metals International Ltd. monitors supplier Quality Performance and may issue formal Root Cause and Corrective Action(s) based on a suppliers continued quality performance trends, the severity and type of quality issue, etc..

Continual Improvement

Suppliers of aerospace and commercial products shall have a documented process for generating Corrective Actions and Process Improvement. The Corrective Action Process shall minimally include; a Problem Statement, Containment, Root Cause Analysis and Corrective Action Resolution. The resolution shall include Mistake Proofing to endure the Corrective Action
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put in place will reduce risk of reoccurrence or at best eliminate the problem. Corrective Action Resolution shall be reviewed at established intervals.

Product Acceptance Requirements

Prior to shipment the supplier is responsible for ensuring that 100% of all attributes on all material produced are in accordance with the Industrial Metals International PO requirements. Inspection and testing shall occur throughout and/or after all of the machining or processing of a manufacturing lot is complete. The method of inspection shall be suitable and capable for each type of feature or inspection being performed. Material shall be 100% visually inspected for loose or hanging burrs, machining chips, handling damage and FOD (foreign object debris) prior to shipment.

Foreign Object Debris/Damage (FOD) Control Program

Suppliers shall maintain a Foreign Object Debris/Damage (FOD) control program to ensure that the delivered products; fit, form, function, integrity and material condition is not compromised.

Rejections

In the event a shipment fails to meet Specifications or Purchase Order Requirements, the supplier must provide a response to Industrial Metals Int'l Ltd Quality Assurance within 10 days of notification. If the supplier does not respond within 10 working days, Industrial Metals Int'l Ltd shall at its discretion debit accounts payable, and return the discrepant material freight collect.

Nonconforming Product

Seller shall notify Industrial Metals International Ltd. of any nonconforming product and obtain Industrial Metals International Ltd.'s approval for disposition thereof in writing within 10 days of the non conformance. Industrial Metals International Ltd. Quality Manager/ Material review will request acceptance from customer on nonconforming material in writing, per method(s) required and/or accepted by customer.

Paperwork Corrections

Changes or amendments to any of the certification paperwork must identify the authorizing party via signature, initial, stamp or any other similar method along with the amendment date. Incorrect data must be corrected by striking through the error with 1 thin line, adding the correct information initialing (or stamping) and dating the correction.

Suspected Unapproved, Unapproved, and Counterfeit Parts

The supplier shall have a program in place to prevent the delivery of counterfeit materials. All materials shall be procured directly from the Original Manufacturer or from an authorized distributor. The supplier is responsible for the flow down of this requirement to its sub-tier contractors and their compliance to it. For guidance supplier may refer to SAE documents AS9100 Rev. D and AS9120B (www.sae.org). Seller must ensure that no product supplied under this order includes counterfeit work as defined by AS6174 Sec. 3. This order is subject to the requirements of AS6174 Section D.2.1.

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Hazardous Material

Seller shall comply with requirements of RoHS and REACH as applicable.

All material shall be accompanied by a relevant Safety Data Sheet (SDS) (formally called Material Safety Data Sheet (MSDS)) with each shipment.

DFAR / FAR Requirements

When applicable the following government regulations shall apply and shall flow down to sub-tier suppliers:

- DFARS 252.203-7002 requirement to inform employees of whistleblower rights;
- DFARS 252.204-7000 disclosure of information;
- DFARS 252.204-7012 safeguarding covered defense information and cyber incident reporting;
- FAR 52.209-06 protecting the government's interest when subcontracting with contractors debarred, suspended, or proposed for suspension;
- FAR 52.222-21 prohibition of segregated facilities (apr 2015)
- FAR 52.222-26 equal opportunity;
- FAR 52.222-36 affirmative action for workers with disabilities;
- FAR 52.222-50 combatting trafficking in persons;
- FAR 52.223-18 encouraging contractor policies to ban text messaging while driving;
- FAR 52.225-13 restrictions on certain foreign purchases;
- FAR 52.244-06 subcontracts for commercial items;
- FAR 252.222-7007 representation regarding combating trafficking in persons;
- DFAR 252.225-7048 export controlled item;
- FAR 52.211-15 (15 CFR 700)- Commerce and Foreign Trade. Section 700.3 - Priority Ratings and Rated Orders.

ITAR

Supplier agrees to comply with all applicable U.S. export control laws and regulations. The supplier, also agrees to indicate on the packing slips and/or certifications if that subject material is regulated under ITAR by typing or stamping "ITAP MATERIAL" for the respective material.

ROHS / REACH Compliance

Required compliance of the following shall flow down to sub-tier suppliers.

- RoHS (EU) Directive 2015/863
- RoHS 3
- REACH (EU) 1907/2006/EC

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Supplier Performance and Monitoring

On-time Delivery Window

Shipments that arrive on our dock between 10 and 0 days before the supplier promised date, provided the time of PO acknowledgment, are considered on-time. Any shipment received outside of that window without prior acceptance by Industrial Metals International Ltd. may be rejected and returned at the supplier's expense. In addition, shipments, whether returned or not, will negatively impact the supplier's on-time delivery performance as indicated on our Supplier Rating Report.

Industrial Metals International Ltd. OTD expectations are 100% on-time. Industrial Metals International Ltd. monitors suppliers OTD and may issue a formal Root Cause and Corrective Action(s) based on a supplier's continued negative trends.

Acknowledgement and Flow Down

Suppliers' acknowledgement of these Terms and Conditions will be confirmed by receipt of signed purchase order, receipt of invoice, or any services rendered against the purchase order. The supplier shall flow down all requirements of these Terms and Conditions and of the Purchase Order (including information on key characteristics where required) to its lower tier suppliers.

Supplier Awareness

Supplier shall ensure that they are aware of, and their employees are aware of:

- Their contribution to product conformity.
- Their contribution to product safety.
- The importance of ethical behavior.

Calibration

Tools and equipment used in acceptance of product shall be calibrated in accordance with the latest revision of ANSI/NCSL Z540.3, ISO 10012-1 or ISO/IEC 17025 and traceable to the National Institute of Standards and Technology (NIST).

Risk Assessment

Seller shall utilize the current revision of the SAE Aerospace Recommended Practice ARP9134 - Supply Chain Risk Management Guideline to assess those elements other than the Quality Management System requirements that could affect the products and services being provided to Industrial Metals International Ltd. The guidelines established by SAE ARP9134 should be reviewed as a business production tool, as part of an integrated business culture, to help identify and reduce risk ethic the entire supply chain. It is recommended that the SCRMM guidelines shall, when appropriate, be included as a flow down requirement to the Seller's sub-tier suppliers.

Industrial Metals International Ltd. will use guidelines based on SAE ARP9134, to supplement existing risk management philosophies, to evaluate and reduce risks within the supply chain at both new and existing suppliers.

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Zero Defect Plan

A Zero-Defect Plan may be requested by IML in response to a rejection or NCR- Non-Conforming Report, a negative supplier trend, and/or Corrective Action Requests (CARs). The Zero-Defect Plan is derived from quality certification processes such as AS9100, ISO9001, etc. that contain requirements for continual improvement.

Changes in product definitions

The Supplier is to notify Industrial Metals Int'l Ltd for approval of any exceptions/changes in product definitions and/or manufacturing process, service process, and/or testing process when such a change will affect contract requirements, Industrial Metals Int'l Ltd's customer's special process approval, material specification requirements, or the purchase order.

APPENDIX 1

FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

FLOWDOWN PROVISIONS FOR FIXED PRICE SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL ITEMS

UNDER A UNITED STATES DEPARTMENT OF DEFENSE PRIME CONTRACT

A. INCORPORATION OF FAR AND DFARS CLAUSES

The FAR and DFARS 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 from 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. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
3. "Contract" means this contract.
4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for any government prime contract under which this Contract is entered.
5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom IML is contracting, acting as the immediate subcontractor to IML.

6. "Prime Contract" means the contract between IML and the U.S. Government or between IML's customer and its higher-tier contractor who has a contract with the U.S. Government.
7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "IML" for "Government" or "United States" throughout this clause.
2. Substitute "IML" Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and IML" after "Government" throughout this clause.
4. Insert "or IML" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through IML.
6. Insert "and IML" after "Contracting Officer", throughout the clause.
7. Insert "or IML PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

(b) See also the clause of this Contract entitled Communication with IML Customer with respect to communications between SELLER and the Government.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of IML it will negotiate in good faith with IML relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as IML may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF THE GOVERNMENT'S RIGHTS

If IML furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that IML, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

F. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

The following FAR clauses apply to this Contract:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(b)(1) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the IML Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract.)

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

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) (Applies if the Work requires access to classified information.)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (Applies where SELLER will have physical access to a federally-controlled facility or access to a Federal information system.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (SELLER shall provide IML copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT ((AUG 2020) (Note 4 applies in paragraph (b). Reports required by this clause will be made to IML.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to IML.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)
FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or

(2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "IML" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "IML" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (JUN 2020) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.. Notes 4 and 6 apply.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.) FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.) FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.) FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the

threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (AUG 2018) (Applies if this Contract is for services subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020) (Note 2 applies. In paragraph (e) Note 3 applies.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "IML.")

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceed the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), Note 6 applies.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (OCT 2019) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

)
FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007) (Applies if the Work or any patent application may cover classified subject matter.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the IML Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)
FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014) (Does not apply if DFARS 252.227-7013 applies).

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (Applies if this Contract involves Work on a Government installation. Note 2 applies. Note 4 applies to paragraph (b). Unless otherwise specified by this Contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or IML." Delete paragraph (b) of the clause.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or IML." Delete paragraph (b) of the clause.)

FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (JUN 2020) (Applies only when referenced in this Contract, modified CAS coverage applies. Note 3 applies in the second and third sentences.)

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (JUN 2020) (Applies only when referenced in this Contract that this CAS clause applies. "United States" means "United States or IML." Delete paragraph (b) of the clause.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if IML does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event IML's customer has directed IML to stop performance of the Work under the Prime Contract under which this Contract is issued pursuant to FAR 33.1, IML may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from IML".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) ("Contracting Officer" means "IML" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4)

where it includes IML. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "IML" and except in paragraphs (d)(2) and (g) where the term includes IML. The following is added as paragraph (n) "SELLER shall provide to IML immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) (Note 3 applies, except in paragraphs (e) and (f) where Note 1 applies.)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (JUN 2020) Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to IML as well as the Contracting Officer. SELLER shall notify IML when it issues a GIDEP report pursuant to this clause.

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applies if this Contract involves international air transportation.)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.248-1 VALUE ENGINEERING (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "IML" in the phrase "Government costs.")

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "IML and the Government" . In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed

to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NON PROFIT INSTITUTIONS (AUG 2016) (Applies in lieu of FAR 52.249-2 if this Contract is for research and development work with an educational or nonprofit institution on a no-profit or no-fee basis. Notes 1 and 2 apply. In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "1 year" is changed to "6 months" In paragraph (e) "1 year" is changed to "6 months." Paragraph (h) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

G. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Contract:

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to IML not the Government. In paragraph (f), note 5 applies.)

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

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER

INCIDENT INFORMATION (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

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

(Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish IML copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also furnish IML copies of any reports SELLER receives from its lower tier subcontractors.)

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

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)

(Copies of reports provided by SELLER under this clause will be provided to IML.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification.)

Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to IML.

"Government" means "ML" except in the definition of "issuing agency" in paragraph (a.)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019) (Applies if this subcontract exceeds the simplified acquisition threshold.)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "IML"

Paragraph (b)(ii)(E) is deleted. DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2019) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994) (Applies only if the articles

furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and IML Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government."

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) (Applies if DFARS 252.223-7002 applies to this Contract. Notes 2 and 4 apply.)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies if this Contract is for the development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to SELLER as Government Furnished Property.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.) DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2020) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact IML's Procurement Representative.)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (SEP 2019) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003) (Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015) (Applies where SELLER will be performing or traveling outside the U.S. under this Contract. For paragraph (c), see applicable information cited in DFARS 225.7401.)

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALIM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "IML." IML shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to IML.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014) (Applies to commercial items delivered under this Contract)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)

DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) (Note 1 applies.)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014) (Applies if this Contract requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization. Note 2 applies.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract).

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020).

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to IML and the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph

(d). Note 2 applies.

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold.. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and 249.7003(c)(2)(ii)). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

H. CERTIFICATIONS AND REPRESENTATIONS

I.

SELLER acknowledges that IML will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including company profile information, and oral offers/quotations made at the request of IML, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify IML of any change of status regarding any certification or representation.

1. FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)

(a) Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to IML OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

2. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and (ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely

payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to IML if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, IML may terminate this contract for default.

3. FAR 52.222-22 Previous Contracts and Compliance Reports

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal

Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

4. FAR 52.222-25 Affirmative Action Compliance

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action

Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

Updated January 14, 2025