General Purchase Order Terms and Conditions

Definition;
As used in the order the term “DFARS” means Defense Federal Acquisition Regulations Supplement and the term “FAR” means Federal Acquisition Regulations.
1. ACCEPTANCE OF THE PURCHASE ORDER – This order is Buyer’s offer to Seller for the materials specified or the work performed hereunder, and, together with any attachments specifically incorporated herein by reference, contains the entire agreement between Buyer and Seller with respect to such materials or work; and supersedes any other agreements or understanding made to the date hereof. This offer shall become a Contract on the terms and conditions stated herein when it is accepted by Seller either by acknowledgement or performance. No change, modification or revision of this order shall be valid unless in writing by the Buyer.
2. PACKING AND SHIPPING – No charges will be paid by Buyer for packing, crating or cartage unless stated in the order.
3. DELIVERY – Deliveries shall be strictly in accordance with the schedule set out or referred to in the order and in exact quantities. If Seller’s deliveries will not meet such schedule, Buyer may request Seller to ship via routing necessary to meet schedule. Time is of the essence and failure by Seller to complete delivery within the time specified in the contract shall, in addition to Buyer’s other rights and remedies, relieve Buyer of any obligation to accept and pay for any such material or work. If at any time it appears Seller may not meet required schedule, Seller shall immediately notify Buyer of the reasons for and estimated duration of the delay and, if requested by Buyer, make every effort to avoid or correct the extent possible including the expenditure of premium time. Any additional costs caused by these delays in delivery must be borne by the Seller.
4. INVOICES AND PAYMENT – Unless otherwise provided in this order, no invoices shall be issued nor payments made prior to delivery. Individual invoices must be issued for each shipment under this order. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.
5. WARRANTIES – Seller warrant: (a) all items delivered under this order will be free from defects in material and workmanship, will conform to applicable specifications and drawing and, to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer, will be free from defects in design and suitable for intended purposes; (b) unless otherwise stated on the face of this order, all items delivered under this order are new, have not been previously used and are not former government surplus property. These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied. The warranties of Seller, together with their service warranties and guarantees, if any, shall transfer to Buyer and its customers.
6. INSPECTION – All items are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source and such inspection shall be made within a reasonable time after delivery. Acceptance of any items by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the Warranties clause.
7. REJECTION – Buyer shall notify Seller if any items, delivered hereunder are rejected and at Buyer’s election and Seller’s risk and expense, such items shall be held by Buyer or returned to Seller. No replacement of defective items shall be made by Seller unless agreed to in writing by Buyer.
8. CHANGES – Buyer may at any time by written notice make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities and delivery schedule. Should any such change increase or decrease the cost of, or the time required for performance of the order, an equitable adjustment in the price and/or delivery schedule will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon.
9. TITLE AND RISK OF LOSS – (a) Unless otherwise provided in this order, Seller shall have title and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the f.o.b. point specified on the face hereof, and upon such delivery, title shall pass from Seller to Buyer and Seller’s responsibility for loss or damage shall cease except for loss or damage resulting from Seller’s negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the items by Buyer.
10. STOP WORK ORDER – The rights and obligations specified in the “Stop Work Order” clause contained in FAR Section 52.242-15 are hereby made applicable to this order by reference.
11. TERMINATION AND DEFAULTS – The rights and/or obligations specified in FAR Section 52.249-2 and 52.249-8 are hereby made applicable to this order and any resulting contract and said sections are hereby incorporated in this by reference except that the terms “Contracting Officer” and “Government” used therein shall mean “Buyer”, “Contractor” shall mean “Seller”, “Contract” shall mean “this order”.
12. USE DESIGNS, DATA, ETC. – Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this order or other order entered into by Buyer and Seller. Seller shall not disclose such information to any other party. Any such information made known to other persons by Buyer shall be managed by Buyer.
13. INDEMNIFICATION AGAINST INFRINGEMENT – Seller agrees to indemnify Buyer, its successors, customers and agents from any and all costs, expenses and damages on account of any claim that any of the material covered by this Contract (except material made to Buyer’s detailed designs) infringes any United States Letters Patent, copyright or trademark, or that the same is a violation of any trade secret. Seller shall be notified promptly of each such claim and, to the extent of Buyer’s right to do so, shall be offered control of the defense and settlement of any such claim.
14. NOTICE OF LABOR DISPUTE – Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order; Seller shall immediately give notice thereof, including all relevant information with respect thereof, to Buyer. Seller shall require any subcontractor of any materials or work hereunder the same or substantially the same obligation as that contained herein.
15. CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE – No news release, advertisement, public announcement, denial or confirmation of same relating to any part of the subject matter of this order or any phase of any program hereunder shall be made directly or indirectly without prior written approval of Buyer. If this purchase order is issued under a Government contract, the Government is excluded from the restrictions set out in this provision.
16. SUBCONTRACTING OR ASSIGNING – Neither this order nor the obligations of Seller hereunder shall be subcontracted, assigned or delegated by operation of law or otherwise without Buyer’s prior written consent.
17. GOVERNING LAW – The Purchase 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 California.
18. ADDITIONAL TERMS AND CONDITIONS – If this purchase order is issued under a Government contract, as shown by a number in the P.O. line item entitled “Government Contract Number” on the face of this purchase order, and to the extent they are required by the contract under which this order is issued the following clauses are applicable.

U.S. Government Contract Provisions from the Federal Acquisition Regulation (FAR)
Applicable to all orders;
1. Security Requirements .............................................................................................................52.204-2
2. Personal Identify Verification of Contractor Personnel ..........................................................52.204-9
3. Basic Safeguarding of Covered Contractor Information Systems........................................52.204-21
4. Material Requirements ..........................................................................................................52.211-5
5. Alternatives to Government-Unique Standards ....................................................................52.211-7
6. Defense Priority and Allocation Requirements ......................................................................52.211-15
7. Contracts Requirements for Commercial Items under Executive Orders ..........................52.212-5
   Commercial Items (DEVIATION) (includes all Statutes or Orders issued) ..........................52.212-5
   Terms and Conditions –Simplified Acquisitions (other than Commercial items) .........52.213-4
8. Small Business Program Representations .............................................................................52.219-1
9. Post –Award Small Business Program Representation (over $3000) ....................................52.219-28
Orders over $10,000 also include the following:

1. Reporting Executive Compensation and First-Tier Subcontract Awards (Over $25,000) .......................................................... 52.204-10
2. Walsh-Healy Public Contracts Act ......................................................................................................................................... 52.222-20
3. Prohibition of Segregated Facilities .............................................................................................................................. 52.222-21
4. Equal Opportunity ................................................................................................................................................................. 52.222-26(b)
5. Affirmative Action for Workers with Disabilities ................................................................................................................ 52.222-36
6. Notification of Employee Rights under the National Labor Relations Act (para I only) ......................................................... 52.222-40

Orders over the simplified acquisition program (sap) threshold (or amounts as specified) also include the following:

1. Certificate of Independent Price Determination .................................................................................................................. 52.203-2
2. Restrictions on Subcontractor Sales to the Government ................................................................................................... 52.203-6
3. Anti-Kickback Procedures (less paragraph (c) (1)) .............................................................................................................. 52.203-7
4. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity ......................................................... 52.203-8
5. Price or Fee Adjustment for Illegal or Improper Activities .......................................................................................... 52.203-10
6. Limitation on Payments to Influence Certain Federal Transactions ................................................................................. 52.203-12
7. Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions ......................... 52.203-16
8. Women-Owned Business (Other than Small Business) ......................................................................................................... 52.204-5
10. Integrity of Units Prices ....................................................................................................................................................... 52.215-14
11. Utilization of Small Business Concerns ........................................................................................................................... 52.215-14
12. Contract Work Hours and Safety Standards Act –Overtime Compensation .............................................................. 52.222-4
13. Equal Opportunity for Veterans ($100K) .............................................................................................................................. 52.222-35
14. Employment Reports Veterans ($100K) ......................................................... 252.222-37
15. Compliance with Veterans’ Employment Reporting Requirements .......................... 252.222-38
16. Drug-Free Workplace ......................................................................................... 252.223-6
17. Estimate of Percentage of Recovered Material Content for EPA-Designated Products .... 252.223-9
19. Federal, State, and Local Taxes ........................................................................... 252.229-3
20. Bankruptcy ......................................................................................................... 252.242-13
21. Change Order Accounting ................................................................................. 252.243-6
22. Subcontracts (paragraphs (h) to III and (i) only apply) ........................................... 252.244-2
23. Inspection of Supplies, Fixed Price Contracts ....................................................... 252.246-2
24. Services, Fixed Price Contracts .......................................................................... 252.246-4
25. Responsibility for Supplies .................................................................................. 252.246-16
26. Value Engineering ............................................................................................... 252.248-1
27. Termination for Convenience of the Government (Fixed Price) – “Government: shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (I) is changed to “forty-five days,” per 49.502 (e) .... 252.249-1
28. Default (Fixed Price Supply and Service) ............................................................... 252.249-8

Orders over $550,000 also include the following:

1. Pension Adjustment and Asset Reversions ($700,000) ............................................... 252.215-15
2. Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions 252.215-18
3. Notification of Ownership Changes ........................................................................ 252.219-9
4. Small Business Subcontracting Plan ($650,000) (Construction $1.5M) ...................... 252.219-16
5. Liquidated Damages – Subcontracting Plan ............................................................ 252.219-16
6. Code of Business Ethics and Conduct (over $5 million) .......................................... 252.203-13
7. Display of Hotline Poster (over $5 million) ............................................................ 252.203-14
8. Pre-award On-Site Equal Opportunity Compliance Evaluation (over $10 million) ...... 252.222-24

Certifications

The offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.

1. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over $150,000) .............................................................. 252.203-11
2. Certification for Federal Funding Accountability and Transparency Act (FFATA) ....... 252.204-10
4. Protection of Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (over $50,000) 252.209-6
5. Certification Regarding Knowledge of Child Labor for Listed End Products .......................... 252.222-18
6. Previous Contracts and Compliance Reports (over $10,000 and includes 252.222-26) 252.222-22
7. Affirmative Action Compliance .............................................................................. 252.222-25
8. Affirmative Action for workers with Disabilities (over $15K) .................................... 252.222-36
9. Bio-based Product Certification .............................................................................. 252.223-1
10. Recovered Material Certification ........................................................................... 252.223-4
11. Prohibition on Conducting Restricted Business Operations in Sudan Certification ... 252.225-20
12. Cost Accounting Standards Notices and Certifications ........................................... 252.230-1

U.S. Government Contract Provisions from the Department of Defense Federal Acquisition Regulation Title of Clause DFARS

APPLICABLE TO ALL ORDERS:

1. Disclosure of Information ..................................................................................... 252.204-7000
2. Alternate A, Central Contractor Registration .......................................................... 252.204-7004
3. Alternate A, Annual Representations and Certifications .......................................... 252.204-7007
4. Requirements for Contracts Involving Export-Controlled Items ......................... 252.204-7008
5. Safeguarding Covered Defense Information and Cyber Incident Reporting .......... 252.204-7012
6. Intend to Furnish Precious Metals as Government-Furnished Material ................. 252.208-7000
7. Disclosure of ownership of control by a foreign government ............................... 252.209-7002
8. Limitations on Contractors Acting as Lead System Integrators ........................... 252.209-7006
10. Item Identification and Valuation ........................................................................ 252.211-7003
11. Radio Frequency Identification ............................................................................ 252.211-7006
12. Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry .......................................................... 252.211-7007
13. Contract Terms and Conditions required implementing statutes or Executive Orders applicable to Defense acquisitions of commercial items (Class Deviation 2009-00005 expires on April 30, 2014) ...................................................................................... 252.212-7001
14. Pricing Adjustments ............................................................................................. 252.215-7000
16. Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only) 252.216-7004
17. Restrictions on Employment of Personnel ............................................................ 252.222-7000
18. Hazard Warning Labels (fill in State where this purchase order will be performed) 252.223-7001
19. Safety Precautions for Ammunition and Explosives ............................................ 252.223-7002
20. Change in Place of Performance - Ammunition and Explosives ......................... 252.223-7003
21. Drug-Free Workplace System .............................................................................. 252.223-7004
22. Prohibition on Storage and Disposal of Toxic and Hazardous Materials ............ 252.223-7006
23. Safeguarding Sensitive Conventional Arms, Ammunition and Explosives ........ 252.223-7007
24. Prohibition of Hexavalent Chromium ................................................................... 252.223-7008
Orders over the simplified acquisition threshold also include the following:

1. Prohibition on persons convicted of fraud or other Defense –Contract-Related felonies .......................................................... 252.203-7001
2. Disclosure of ownership or control by the government of a Terrorist Country ........................................................................ 252.209-7001
3. Restriction on Acquisition of Specialty Metals ....................................................................................................................... 252.225-7008
4. Restriction on Acquisition of Certain Articles Containing Specialty Metals (Excluding para (d)) ................................................ 252.225-7009
6. Preference for Certain Domestic Commodities ..................................................................................................................... 252.225-7012
7. Restriction on Acquisition of Hand or Measuring Tools ........................................................................................................ 252.225-7015
8. Reporting of Commercially Available Off-the-Shelf Items that Contain Specialty Metals and Are Incorporated into Non-commercial End Items ................................................................. 252.225-7029
9. Requests for Equitable Adjustment ........................................................................................................................................ 252.225-7030
10. Representation of Extent of Transportation by Sea .................................................................................................................. 252.247-7022
11. Transportation of Supplies by Sea ............................................................................................................................................ 252.247-7023
12. Notification of Transportation of Supplies by Sea ..................................................................................................................... 252.247-7024
13. Notification of Anticipated Contract Termination or Reduction .................................................................................................. 252.249-7002