



Anticipating needs, meeting demands. Reducing costs.

Quality Clauses

For orders with flow down requirements, the flow down requirements supersede any subsequent requirement listed below. At a minimum the following clauses are invoked:

All Suppliers SP05, SP08, SP09, SP10, SP17, SP19, SP21, SP40

Additionally for Manufacturers of Sage Parts: SP01, SP04, SP14, SP23, SP35, SP36

For Military Orders, indicated by defense rating attached and/or embedded into the PO, the following clauses are always invoked: SP01 thru SP023 – SP28 thru SP41 – All DFARS are considered flow down.

For Calibration Providers SP37-SP38

Note: Jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the state within the United States of America where the Contract will be performed. Each party irrevocably agrees that the courts of the state where the Contract is performed shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SP01 MANUFACTURER CERTIFICATE OF CONFORMANCE

Each shipment must be accompanied by a Manufacturer Certificate of Conformance fully traceable to the true manufacturer. Acquisition traceability consists of the name and location of all supply chain intermediaries from the part manufacturer to the direct source of the product.

SP02 QPL SOURCE

The product furnished under this order shall be products which are listed on the Qualified Products List (QPL) applicable to the product ordered. A certificate of conformance required by certain military specifications which requires documented traceability from the QPL/QML manufacturer through delivery to SAGE PARTS if the material is not procured directly from the approved manufacturer is required.

SP03 MATERIAL AND PROCESS COMPLIANCE

Each shipment requires certification indicating compliance to all Drawings and Revisions, Specifications and other applicable documentation, that all process certifications and chemical and physical test reports are on file at Suppliers facility and are available for review by SAGE PARTS.

SP04 QUALITY CONTROL SYSTEM

Seller shall establish and maintain a Quality System acceptable to SAGE PARTS.

- a) Assembly/equipment/system providers: AS9100, ISO 9001
- b) OCMs, aftermarket manufacturers: AS9100, ISO 9001, AS9003
- c) Distributors: AS9120
- d) Test facilities: ISO 9001

SP05 ACCEPTANCE AT DESTINATION

Articles ordered under this Purchase Order are subject to final acceptance at the SAGE PARTS facility as set forth on the face of the Purchase Order.

SP06 DRAWING REQUIREMENTS

Drawings, sketches, and specifications sufficient to inspect and/or test this material shall accompany each shipment under this Purchase Order.

SP07 SHELF LIFE AND TIME AND TEMPERATURE SENSITIVE PRODUCTS

Products shall have no more than 50% of the usable shelf life expired when delivered. Certification shall indicate compliance with above limitations. A signed certification shall be supplied with each shipment and cure and/or manufacture date shall be physically marked on product or packaging and invoice.

SP08 PRODUCT IDENTIFICATION

Shipping documents from the Supplier shall include as a minimum: the Purchase Order number, Manufacturer's cage code, Manufacturer's complete address and quantity shipped.

SP09 PACKAGING

Commercial packaging is normally acceptable for shipment. Supplier is responsible for selecting packaging methods and materials, which provide adequate protection at a minimum cost. Packaging methods and materials selected should consider, as a minimum: fragility, part composition, surface finish, size, weight and transportation mode. Packaging specified or referenced in this Purchase Order must be adhered to unless written deviation is authorized by SAGE PARTS.

SP10 NON CONFORMING MATERIAL

Supplies rejected at destination for nonconformance with specifications shall be returned to the Seller at their expense promptly after notice of rejection. Supplier corrective action request will be forwarded to the Supplier when SAGE PARTS considers formal corrective actions warranted. The Supplier shall give priority to analysis of cause and proposed corrective action. It is mandatory that replies be received within the period indicated on the Supplier Corrective Action. A copy of the completed Corrective Action must accompany the replacement materials.

SP11 RECORD RETENTION

Seller shall maintain records of inspection, tests, and process controls called for by this contract. Unless extended record retention requirements are specified elsewhere in this Purchase Order or its attachments, (i.e. drawings, management reports, etc.). These documents shall be on file and available to SAGE PARTS for ten (10) years following the end of the calendar year in which the final entry was made. At any time during the retention period, at SAGE PARTS's request, Seller will deliver said records, or any part thereof, to SAGE PARTS, at no additional cost to SAGE PARTS.

SP12 PRECEDENCE

The following SAGE PARTS contractor inspection requirement supersedes the quality assurance requirements set forth in the general Terms and Conditions of this Purchase Order. Seller shall utilize his quality assurance procedures, workmanship standards, manufacturing procedures, processes, and engineering design guides as necessary for compliance with the Seller's published equipment description and/or operational performance standards incorporated herein either as attachments or specific reference to Seller's publication.

SP13 STANDARD CERTIFICATE OF CONFORMANCE

Each shipment, by the Supplier, must be accompanied by a Statement of Conformance. Items supplied on the Purchase Order must include Suppliers Certificate of Conformance, in a format that complies in principal with the following: "it is hereby certified that all materials and / or parts on this shipment are in conformance with the requirements, specifications, and / or drawings listed on this purchase order, by: (Originator's signature)."

SP14 SINGLE DATE/LOT CODE

Parts delivered against this Purchase Order shall be from a single date/lot code.

SP15 MULTIPLE DATE/LOT CODE

Multiple date codes and lots can be supplied, providing each lot and date is segregated properly.

SP16 SUPPLY CHAIN TRACEABILITY

The seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all parts included in assemblies and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

SP17 QUALITY CONTROL SYSTEM (optional)

Seller shall establish and maintain a Quality System acceptable to SAGE PARTS and in compliance with MIL-I-45208A or ISO 9000 standard.

SP18 STANDARD CERTIFICATE OF CONFORMANCE (optional)

Each shipment must be accompanied by a Statement of Conformance. Items supplied on the purchase order must include Suppliers Certificate of Conformance, which will identify the true manufacturer's name, address, cage code, date code and / or date of manufacture.

SP19 RIGHT OF ENTRY PROVISION

The supplier, upon reasonable notice, shall allow SAGE PARTS, its customers, and regulatory agencies to determine and verify the quality of work, records, and material at any place, including the plant of any subcontractor.

SP20 SPECIALTY METALS CLAUSE

Material must be compliant in accordance with Domestic Specialty Metals, DFARS 252.225-7009 country of origin list. Each shipment must be accompanied by a certification that all material has been procured and processed in accordance with this specification. Certification must state that the original manufacturer's material certifications will be available for inspection and review by the End User of the product and be signed by an authorized representative of the supplier.

SP21 SUPPLIER PROCESS CHANGE CONTROL (FIT, FORM, FUNCTION)

This requirement does not apply to Commercial Off The Shelf (COTS) parts. The seller agrees that the Work produced internally, and/or the Work procured from sub-tier suppliers under this Contract shall comply with the following requirements unless a documented request for change is approved by the Buyer Procurement Representative.

1 Work shall not be moved from the original location of manufacture to another location of manufacture within a production facility or to any other production facility.

2 Where First Article Inspection is required, work shall not be moved from the original location where the Work was produced at the time of First Article Inspection acceptance.

3 No changes shall be made to the design, manufacturing processes, materials or activities that affect fit, form or function.

4 A fit, form or function analysis shall be performed, documented and included with any request for change.

5 A documented process shall be in place to review, identify and submit a request for changes to the Customer Procurement Representative.

A documented request for change shall be submitted to the Buyer Procurement Representative 30 days prior to planned implementation. The change will not be implemented unless approved by the Buyer Procurement Representative.

SP22 MERCURY FREE CERTIFICATION

A Certificate shall be provided that indicates that the product being supplied is free from Mercury (Hg) contamination.

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SP23 FIRST ARTICLE INSPECTION

A First Article Inspection in accordance with AS9102 is required to be performed prior to shipment of the products. A copy of the FAI documentation shall be included with the delivery. The Seller shall perform a full FAI, or a partial FAI for affected characteristics, when any of the following events occurs:

- 1 A change in the design affecting fit, form or function of the part.
- 2 A change in manufacturing sources(s), process(es), inspection method(s), location of manufacture, tooling or materials, that can potentially affect fit, form or function.
- 3 A change in numerical control program or translation to another media that can potentially affect fit, form or function.
- 4 A natural or man-made event, which may adversely affect the manufacturing process.
- 5 A lapse in production for two years or as specified by SAGE PARTS.

This clause does not apply to procured Standard Catalog Hardware (defined as a part or material that conforms to an established industry or national authority published specification, having all characteristics identified by text description, National/Military Standard Drawing, or catalog item) or Deliverable Software.

SP24 SPECIAL CERTIFICATION

SAGE PARTS will provide a certificate indicating that the parts are traceable to manufacturer lots.

SP25 CUSTOMER SOURCE INSPECTION

Customer source inspection is required prior to delivery.

SP26 GOVERNMENT SOURCE INSPECTION

Government source inspection is required prior to delivery.

SP27 TEST DATA

Testing data is to be supplied with the product.

SP28 BAR CODES

Bar codes are required on each package per customer requirements.

SP29 ESD SENSITIVE PACKAGING

Components identified as ESD sensitive shall be packaged in ESD compliant packaging and shall be indicated as ESD Sensitive.

SP30 SUB-TIER SUPPLIER CONTROL

Sub-Tiers and special processors shall be approved by the customer's ASL and if required, must be NADCAP certified. All requirements from SAGE PARTS must be flowed down to lowest sub-tier.

SP31 PURE TIN

The use of Pure Tin is prohibited. Products using a Tin plating must contain at least 3% Lead to prevent Tin Whisker Growth.

SP32 INSPECTION DELEGATION

Qualified inspectors will act on behalf of the customer and certify the products as compliant with the specifications provided.

SP33 MATERIAL AND PROCESS CERTIFICATIONS

Each shipment requires certifications indicating that all materials and processes used in the manufacture of the components meet the physical, chemical and special process requirements as stated in all applicable specifications, drawings and other applicable documentation.

SP34 TEST AND INSPECTION REQUIREMENTS FOR INDEPENDENT DISTRIBUTORS

Seller The seller shall establish and implement test and inspection activities necessary to assure the authenticity of purchased product, including:

- i Traceability and documentation verification
- ii Visual examination
- iii Test and inspection activities

Tests and inspections shall be performed in accordance with clearly delineated accept/reject criteria provided or approved by SAGE PARTS Electronics, Inc. The seller shall prepare and provide to SAGE PARTS Electronics, Inc. records evidencing tests and inspections performed and conformance of the product to specified acceptance criteria. Tests and inspections shall be performed by persons that have been trained and qualified concerning types and means of electronic parts counterfeiting and how to conduct effective product authentication. Ref AS5553 latest revision.

SP35 FOD MITIGATION

The seller shall establish general workmanship practices and standard terms for the prevention of Foreign Object Damage (FOD) in Aerospace products. Ref NAS412 latest revision.

SP36 FAR 25.204

Supplier shall not contract for hardware, software, and services deployed or provided by covered entities IAW FAR 25.204-23.

SP37 CALIBRATION SYSTEMS

Seller's (herein referred to as supplier) calibration system shall meet the requirements of: ISO 17025, ISO 10012-1, AS9100, ANSI-Z540-1, MIL-STD-45662 or greater.

SP38 CERTIFICATIONS OF CALIBRATION

The calibration service shall provide a certificate attesting to the accuracy of the items procured and be supplied with each shipment. This certification must contain all the test parameters necessary to demonstrate conformance to the manufactures specifications and shall be traceable to National Institute of Standards and Technology (NIST).

SP39 AUTHENTIC PARTS

Unless otherwise approved by SAGE PARTS Quality, seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs") / Original Component Manufacturer ("OCM") or through the OEM's/OCM's authorized distributor(s). The supplier must notify Apollo Display Technologies Apollo, in writing, prior to making any process changes that may affect form, fit, or functionality of the product. Facility relocation must also be reported.

SP40 COUNTERFEIT / UNAPPROVED PART PREVENTION

The supplier shall ensure that unapproved and/or counterfeit work and/or material is not delivered to SAGE PARTS. Counterfeit work/material is defined as a suspected work/material that is a copy or substitute without legal right or authority to do so or one whose material, performance or characteristics are knowingly misrepresented by a supplier in the supply chain. The supplier shall immediately notify SAGE PARTS with the pertinent facts if a supplier becomes aware or suspects that it has supplied counterfeit work/material.

P40 CONFLICT MATERIALS

Dodd-Frank Act (Section 1502) "Conflict Minerals from the Democratic Republic of Congo". The supplier shall ensure that all material/components delivered to SAGE PARTS do not contain 3TG minerals; Tantalum (derived from Columbite-Tantalite), Tungsten (derived from Wolframite), Tin (derived from Cassiterite), Gold and/or finished material originating or sourced from the Democratic Republic of Congo or other territories as indicated by law.

SP41 PROHIBITED MATERIAL USES

Parts supplied on this Purchase Order shall not, and indicate, "have not been exposed to functional mercury or mercury compounds".

- Note: Hex Chrome may not be used in any product supplied to SAGE PARTS.
- Note: Hex Chrome may not be used in any product supplied to SAGE PARTS. Prohibition of Hexavalent Chromium (MAY 2011)

(a) *Definitions.* As used in this clause—

Homogeneous material means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.

(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.

(2) Homogeneous material does not include conversion coatings that chemically modify the substrate. *Mechanically disjointed* means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.

(b) *Prohibition.* (1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that—

(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or

(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.

(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.

(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts for supplies, maintenance and repair services, or construction materials.

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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 SAGE PARTS's 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 SAGE PARTS is contracting, acting as the immediate subcontractor to SAGE PARTS.
6. "Prime Contract" means the contract between SAGE PARTS and the U.S. Government or between SAGE PARTS 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 "SAGE PARTS" for "Government" or "United States" throughout this clause.
2. Substitute "SAGE PARTS Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and SAGE PARTS" after "Government" throughout this clause.
4. Insert "or SAGE PARTS" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through SAGE PARTS.
6. Insert "and SAGE PARTS" after "Contracting Officer", throughout the clause.
7. Insert "or SAGE PARTS 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 SAGE PARTS Customer with respect to communications between SELLER and the Government.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of SAGE PARTS it will negotiate in good faith with SAGE PARTS relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as SAGE PARTS 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 SAGE PARTS 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 SAGE PARTS, 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 52.203-12 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 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 52.203-19 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 SAGE PARTS 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 SAGE PARTS.)

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 SAGE PARTS.)

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 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (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 "SAGE PARTS.")

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 52.224-3 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 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (DEC 2007)

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 SAGE PARTS does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

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

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) ("Contracting Officer" means "SAGE PARTS" 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 SAGE PARTS. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "SAGE PARTS" and except in paragraphs (d)(2) and (g) where the term includes SAGE PARTS. The following is added as paragraph (n) "SELLER shall provide to SAGE PARTS 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 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

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

The following DFARS clauses apply to this Contract:

DFARS 252.203-7002 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 252.204-7009 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 SAGE PARTS copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also furnish SAGE PARTS 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 SAGE PARTS.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)

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

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 "SAGE PARTS" Paragraph (b)(ii)(E) is deleted.

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 SAGE PARTS 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 252.225-7021 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 252.225-7048 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 "SAGE PARTS." SAGE PARTS shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to SAGE PARTS.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14. Applies to the extent specified in DFARS 252.227-7015.)

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)

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

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

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

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. Contractor shall provide notifications to SAGE PARTS 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. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. 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

SELLER acknowledges that SAGE PARTS 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 SAGE PARTS, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify SAGE PARTS 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 SAGE PARTS 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 SAGE PARTS 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, SAGE PARTS 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.