



SCHEDULE C SUPPLEMENTAL PURCHASE ORDER TERMS AND CONDITIONS

In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Purchasing Representative, respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract.

Far Clause	Clause Description
	Following Clauses are applicable in solicitations and contracts excess of \$2,000 for construction in the US.
52.222-6	Davis-Bacon Act (Construction)
52.222-7	Withholding of Funds
52.222-8	Payroll and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Construction)
52.222-14	Disputes Concerning Labor Standards
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-54	Employment Eligibility Verification (Construction orders)
52.248-3	Value Engineering - Construction
52.222-41	Service Contract Act of 1965 (construction, request copy of wage determinations)
	APPLICABLE TO ALL PURCHASE ORDERS
52.247-63	Preference for US Flag Air Carriers
52.247-64	Preference for Privately Owned US Flag Commercial Vessels
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Materials
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Material
252.223-7007	Safeguarding Sensitive Convention Arms, Ammunition, and Explosives
252.227-7013	Rights in Technical Data – Non-Commercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252.225-7025	Restriction on Acquisition of Forgings
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.227.7033	Rights in Ship Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.246-7001	Warranty of Data
252.225.714	Preference of Domestic Specialty Metals

Section 5452.211-9014: Contractor Retention of Traceability Documentation.

As prescribed in 11.304-92(a), insert the following clause:

CONTRACTOR RETENTION OF TRACEABILITY DOCUMENTATION

(OCT 2008) - DLAD

(a) This clause applies whenever the Contractor is not the manufacturer of the item(s) to be furnished.

(b)(1) The Contractor shall retain evidence to document that items furnished under this contract conform to contract requirements. Evidence will generally include information tracing the items back to the manufacturing source or its authorized distributor. At a minimum, evidence shall be sufficient to establish the identity of the item, its manufacturing source, and conformance to the item description.

(2) Examples of traceability documentation include, but are not limited to, the following:

(i) Purchase order(s)/invoice(s) between manufacturer(s)/distributor(s), identifying part number (and/or technical data package (TDP) with revision level) and quantities;

(ii) Original Equipment Manufacturer (OEM) or approved/qualified source's packing slips, identifying part number (and/or TDP with revision level) and quantities;

(iii) OEM or approved/qualified source's certification, identifying part number (and/or TDP with revision level) and quantities; and/or

(iv) OEM or approved/qualified source's identifiable standard packaging, with part number (and/or TDP with revision level) cited on the package.

(3) The Contractor shall be responsible for the assurance of type, kind, count, and condition. Preservation, packing, packaging, and marking shall be in accordance with contractual requirements.

(4) The Contractor shall provide documentation of traceability for review-

(i) Upon request by the Contracting Officer at any time prior to or after award;

(ii) At time of Government source inspection, if applicable; and/or

(iii) During random or directed post-award audits.

(5) The Contractor shall retain documentation in accordance with this clause for **5 years after final payment under this contract.**

(c) The Contracting Officer determines the acceptability and sufficiency of documentation or other evidence, at his or her sole discretion. If the Contracting Officer finds the evidence to be unacceptable, or if the Contractor fails to retain or provide the requested evidence, the award may be cancelled.

(d) At the Contracting Officer's discretion, documentation of traceability provided by the Contractor, in accordance with provisions in the solicitation and/or clauses included in this contract, may be used to determine the acceptability of documentation retained in accordance with this clause.

(End of clause)