

# *Continental Electronics Corporation*



# **Standard Terms and Conditions of Purchase**

## **STANDARD TERMS AND CONDITIONS OF PURCHASE**

**1. ACCEPTANCE:** This order becomes a binding contract, subject to the terms and conditions hereof, when accepted by acknowledgement or commencement of performance. No change in, modification of, or revision of this order shall be valid unless in writing and signed by Buyer. The Buyer shall not be bound by any provisions at variance with this order inserted by the seller on the Acknowledgement copy of this order or on any other acknowledgement form, unless agreed to in writing by the Buyer.

**2. TERMS AND CONDITIONS:** Subject only to any applicable written override agreement; this contract is entered into on the terms and conditions contained herein. It supersedes all prior offers and communications and contains the entire understanding of the parties on the subject matter hereof. Seller accepts these terms and conditions by commencing performance or acknowledging this order. Additional or different terms or conditions proposed by Seller in its acknowledgement or otherwise are hereby objected to and are ineffective. Changes hereto not made in writing executed by Buyer's authorized contractual representative are invalid. References to FAR mean the revision of the U. S. Government ("Government") Federal Acquisition Regulations, including implementing and supplementing agency regulations, effective on the date of solicitation of the Government prime contract under which this contract is placed. Such references shall mean the FAR in effect on the date hereof if this is not a contract arising as a direct result of a contract between the Government and the Buyer. Excepting only clauses 21 a and 21h below, whenever the words "contracting officer" and/or "government" appear in referenced clauses they shall mean "Buyer." Wherever the word "contractor" appears it shall mean "Seller!"

**3. INVOICES:** Seller shall invoice at the prices on the face hereof or at Seller's most favored customer price under similar circumstances, whichever is lower. Invoices in triplicate covering only one order, shipping notices, bills of lading, and receipts shall be mailed promptly after shipment. Discounts shall apply to payments mailed within the stated period, computed from date of receipt of a proper invoice or delivery at destination, whichever is later. Payment shall not be due and owing until 30 days from acceptance.

**4. PACKAGING AND SHIPMENT:** Seller shall suitably wrap, box and/or crate all items to protect against hazards of shipment, storage and exposure. All packages containing hazardous materials/dangerous goods shall be prepared in accordance with applicable regulations. Seller shall provide hazardous material data sheets promptly upon request. All packages must show purchase order number. Itemized packing slips showing this purchase order number must accompany each delivery. Buyer's count shall be conclusive in the absence of a packing slip. No separate charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage or similar costs, unless otherwise agreed. Where transportation charges are to be prepaid by Seller and billed to Buyer, the amount shall be separately stated on the invoice and supported by receipted bills. Seller assumes all risks regarding the goods ordered until delivery to Buyer as specified.

**5. PROPERTY FURNISHED BY BUYER:** All items furnished by Buyer, or the cost of which is charged against this order, shall be kept confidential, be and remain Buyer's property, not be used without Buyer's permission, and be returned to Buyer immediately upon request, except as provided below regarding the Government. Seller shall be responsible for their safekeeping, and for providing at its expense property insurance acceptable to Buyer covering all such items. Seller shall indemnify and save Buyer harmless from loss of or damage to, and all claims which may be asserted against, said property. Seller shall mark all tooling and equipment subject to this clause with the name and Buyer's drawing or tool number where applicable. Items owned by Buyer and goods made in accordance with Buyer's specifications, drawings, or samples shall not be copied in whole or in part, furnished, offered or quoted, sold or advertised for sale by Seller without Buyer's express written consent, except as provided below regarding the Government. Seller may, however, use in direct sales to the Government any proprietary items and information furnished or owned by Buyer to the extent the Government has rights in such items or information. In such case, such items and information are furnished "as is" without warranty of any kind expressed or implied. Notwithstanding any defect in such items or information, or any fault or neglect of Buyer, Seller shall indemnify, defend and hold harmless Buyer from any

and all loss, damages and claims relating in anyway to any such use by Seller of such items or information or to the products produced there from.

**6. WARRANTY:** Seller warrants all items and work merchantable and free from defects and unreasonable hazards in design, material, and workmanship, and to conform to applicable contract requirements. Seller further warrants that all proper and necessary precautions will be taken for the safety and protection of persons and property, and that proper warnings are provided for hazards, which cannot be eliminated. These warranties, Seller's service guarantees, and implied warranties, shall survive inspection, test and acceptance, and shall run to Buyer and subsequent owners and users.

**7. INSPECTION:** Seller shall maintain an inspection system adequate to ensure that all work performed and items delivered conform to contract requirements. Buyer, higher tier contractors, and the Government, may, to the extent practicable, at all places and times inspect or test the work (including, without limitation, raw materials, components, assemblies, and end products) being performed under this contract. If any inspection or test is made on the premises of Seller or a lower tier subcontractor, all reasonable facilities and assistance necessary to such inspection shall be provided by Seller or such lower tier subcontractor as applicable. Buyer may reject non-conforming work and items or require Seller to correct the defects without charge. Buyer shall, no later than 60 days from delivery or from completion by Seller of any required installation, whichever last occurs, either accept, reject, or require correction of defects. Payment shall not constitute acceptance. Neither payment nor acceptance shall relieve Seller of liability for failure to conform to contract requirements. Seller shall be liable to Buyer for any nonconforming work or items and for any other damages would have been mitigated but for the failure of Buyer to timely notify Seller.

**8. CHANGES:** Buyer may at anytime, by a written order and without notice to sureties, make changes within the general scope of this contract. If any such change causes an increase or decrease in the cost of, or the time required for, any part of the work hereunder, an equitable adjustment shall be made by Buyer by written Purchase Order amendment to the price or delivery schedule, or both. Costs used in determining contract price adjustments pursuant to this clause, or any other provision hereof, shall be in accordance with FAR Subpart 31.2. Any claim by Seller for adjustment hereunder shall be asserted in writing within 15 days from the date of receipt of the written order directing the change; provided that Buyer, in its discretion, may receive and act upon such claim asserted at anytime before final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in an equitable adjustment, Buyer shall have the right to prescribe its disposition. Failure to agree to any adjustment shall be a dispute subject to the Disputes clause hereof. However, nothing in this clause shall excuse Seller from diligently proceeding with this contract as changed.

**9. SUSPENSION OF WORK:** If, without the fault or negligence of Seller, the performance of all or any part of the work is suspended, delayed or interrupted for an unreasonable period of time by an act or omission on the part of Buyer or by written notice by Buyer under the Changes clause, Seller may request an equitable adjustment in price and/or delivery. No adjustment shall be allowed for any costs or delay incurred more than 10 days before Seller gives written notice to Buyer of the basis of claim, and expected costs and delay.

**10. DEFAULT:** By written order, Buyer may terminate this contract in whole or in part if Seller: (1) fails to deliver supplies or perform services within the contract schedule; (2) fails to perform any other provisions of this contract, or by failure to make progress endangers scheduled performance hereof, and in either case does not cure such failure within a period of ten (10) days (or longer period as Buyer may authorize in writing) after receipt of written notice from Buyer specifying such failure; or (3) fails promptly to provide adequate written assurances of performance satisfactory to Buyer when it appears that Seller may not perform in accordance with the contract and assurances are requested by Buyer. If Buyer terminates part of the work, Seller shall diligently continue performance of the remainder. Buyer may terminate at any later time for any continuing or subsequent breach. If Seller's default is not the result of excusable delay, as defined in the Delay clause, Seller shall be liable to Buyer for any excess costs for reprocurring similar items or services and other damages incurred. If it is determined Seller was not in default, such termination shall be converted to a Clause 11 termination for convenience. In no event shall Seller be entitled to profit on unperformed terminated work.

Upon any termination for default of Seller, Buyer may require Seller to transfer title and deliver, as directed by Buyer, (1) any completed supplies, and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has produced or acquired for the performance of the terminated part of this contract; and Seller shall, at Buyer's direction, protect and preserve property in Seller's possession in which Buyer or the Government has an interest. Payment for delivered items accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon; failure to agree shall be subject to the Disputes clause herein. Notwithstanding any defenses Seller may

have, Buyer may setoff, withhold or recover from Seller such sums as may be claimed or withheld by the Government, or Buyer's customer based upon or relating to any breach or alleged breach by Seller or any of its subcontractors or suppliers at any tier of any representations, certifications, or obligations under this contract or applicable laws, regulations, or orders of government agencies. Seller shall indemnify, defend, and hold harmless Buyer and any higher tier contractor to which Buyer owes a similar obligation from any and all loss, damage, expense, and liabilities, including administrative expenses and attorney's fees, relating in any way to any claims by the Government or by any other person or entity arising out of or relating to any such breach or alleged breach. In the event of any breach or alleged breach, subcontractor shall not have the right of direct appeal to the Government. The rights and remedies of Buyer provided in this contract and by law are cumulative. Waiver of any one default shall not waive subsequent or continuing defaults of the same or any other provision. In no event shall Buyer be liable for anticipated profits, or for incidental or consequential damages. Buyer shall not be liable for penalties, or for any amount in damages or otherwise in excess of the price allocable to the units of product or work giving rise to the claim.

**11. DISPUTES:** Any claim or controversy relating in anyway to this contractor its performance which is not settled by agreement shall be decided by Buyer, which shall furnish a written decision to Seller. Buyer's decision shall be final and conclusive unless, within 15 days of receipt of such decision, Seller gives Buyer written notice that it desires to contest Buyer's decision. Such contest shall be considered a "dispute:" which shall, at the election of Buyer, be disposed of either by a court of competent jurisdiction for Buyer's place of business, or, if the dispute is based upon alleged fault of the Government or a decision of the Government's contracting officer, by appeal to the Government under the Disputes article of the applicable prime contract with the Government. Notwithstanding the foregoing, in order to resolve any issues or related matters in one action, Buyer may require any dispute to be resolved in a court of competent jurisdiction in a place designated by Buyer to obtain jurisdiction over and service on third parties.

If Buyer elects to proceed under the disputes article with the Government, it shall either: (1) proceed to appeal on behalf of Seller under the applicable prime contract, in which case Seller shall participate to protect its interests and each party shall pay its own costs without prejudice of any right each may otherwise have to recovery or allowance, or (2) permit Seller to appeal, in the name of the prime contractor, under the Disputes article of the prime contract with the Government, in which case Buyer shall provide reasonable assistance to Seller, and all costs of Seller's appeal and such assistance shall be paid by Seller without prejudice to any right Seller may otherwise have to recovery or allowance. Between Buyer and Seller, disposition of any dispute under such appeal procedure (or a final judgment of a court of competent jurisdiction on any appeal therefrom) shall be final and conclusive. Pending final disposition of any dispute, Seller shall proceed diligently with the performance hereof in accordance with Buyer's decision.

**12. TERMINATION FOR CONVENIENCE:** Buyer for convenience may, at anytime by written order, terminate this contract in whole or in part. In such event, the rights and obligations of Buyer and Seller shall be governed by the Termination for Convenience clause set forth in FAR 52.249-2. Costs claimed, agreed to, or determined pursuant to this clause shall be in accordance with FAR Subpart 31.2. Seller shall have the right to appeal under the Disputes clause hereof from any determination hereunder, unless Seller has failed to submit its termination claim within the time provided.

**13. TRADE SECRETS AND PUBLICITY:** Protectable data means: (1) All data required by the Government, regardless of the Government's rights therein, which would otherwise be protectable under the law of trade secrets; (2) All disclosures of Buyer's and Seller's designs, processes, components, and other information, which are protectable under the law of trade secrets whether or not recorded. Recorded data means that data which is contained in drawings, writings, films, sound recordings, magnetic or semiconductor memory storage apparatus, or similar media. Notwithstanding any other provisions of this contract or the rights of the Government, neither party will use protectable data provided by the other, or otherwise acquired through access to facilities, records and studies or through observations of activities of the other, except as such use is necessary to the fulfillment of obligations under the Government prime contract or this contract, unless the recipient can show that such protectable data was already in the possession of recipient or was subsequently received from another party under no obligation to maintain such protectable data in confidence. Provided, however, if under this contract recorded data is furnished to the Government with unlimited rights, which would otherwise be protectable data as defined above, either party may use such data if the Government furnishes it to others with unlimited rights or if it has otherwise lost its protectability under the law of trade secrets. Neither party shall be obligated to protect recorded data provided by the other unless there is notification in writing or by suitable legend that such data is proprietary or is submitted for limited use only. No publicity releases shall be made regarding this contract without Buyer's express written permission. It should not be construed to prohibit releases or communication with the Government.

**14. ASSIGNMENT** Except for the purchase of parts and supplies, Seller may not assignor subcontract any portion of this order without the prior written consent of Buyer. Claims for moneys due or to become due hereunder maybe assigned by Seller, provided Buyer is promptly given copies of such assignment. Whether or not assigned, all payments shall be subject to setoff or recoupment for any present or future claims which Buyer may have against Seller.

**15. APPLICABLE LAW:** If this is a Government subcontract, it shall be construed under and governed by applicable statutes and regulations and by the federal common law of government contracts as applied by federal courts and boards of contract appeals. To the extent that such federal common law is not dispositive, or where this contract is not a Government subcontract, it shall be construed under and governed by the law of Buyer's place of business designated on the face hereof. Seller shall comply with applicable Federal, State, and local law and regulations, A00061.2 and orders of government agencies. As to foreign supplied goods, Seller shall furnish Buyer a properly executed Certificate of Delivery or Certificate of Manufacture and Delivery so that Buyer may claim duty drawback. Seller shall comply with all applicable country of origin and other required product markings.

**16. TAXES:** The Purchase Order price shall include all applicable Federal, State and local taxes, whether or not separately stated. Seller shall pay said taxes and hold Buyer harmless therefrom.

**17. DELAY:** Seller shall immediately notify Buyer of any threatened or actual labor dispute or other matter which may delay Seller's performance hereunder, and the anticipated duration of the delay and Seller agrees to insert the substance of this requirement in all subcontracts and purchase orders hereunder. Excusable delays are those delays which arise out of causes beyond the control and without the fault or neglect of Seller, including acts of God or of the Government, fires, floods, strikes, embargoes, unusually severe weather, or delays of Seller's subcontractors) or supplier(s), arising from causes beyond the control and without the fault or neglect of both Seller and such supplier(s) or subcontractor(s) and Seller could not have obtained the supplies or services from other sources insufficient time to permit Seller to meet the delivery schedule. Notwithstanding any other provision hereof, Buyer may terminate this contract in whole or in part without cost to Buyer where any actual or projected excusable delay is material or indefinite, would result in frustration of purpose of this contract, or would require reprourement under Buyer's contractual obligations.

**18. INTELLECTUAL PROPERTY RIGHTS:** The term "Subject Innovations" herein means each invention, improvement and discovery (copyrightable, patentable or not) by Seller or any of its subcontractors or suppliers at any tier, conceived or first reduced to practice during or in the performance hereof or of work done upon the understanding that an order would be awarded to Seller by Buyer. The term "Technical Personnel" means each person employed by or working for or with Seller, who would reasonably be expected to make, or who actually makes, inventions hereunder. Except where clause 21.1(4) applies, when experimental, development, or research work is required hereunder, Seller agrees:

(1) To obtain promptly Intellectual Property Rights agreements with all its Technical Personnel, requiring them to disclose promptly in writing, and assign to Buyer or Seller, all Subject Innovations made by them, either solely or jointly with others. Said Patent Rights agreements shall specify, and Seller agrees, that (I) upon request of Buyer and without further compensation therefore, Technical Personnel and Seller shall cooperate fully and do all rightful acts, including the execution of proper papers and oaths, which in Buyer's opinion may be necessary or desirable in obtaining, sustaining or reissuing United States Letters Patents or copyrights and foreign patents or copyrights on any Subject Innovations, or for maintaining Buyer's title thereto, and (ii) Technical Personnel shall be instructed to treat and shall treat as confidential all information received by them in connection with this contract, and shall not publish or disclose this information to others at any time without written consent of Buyer.

(2) To obtain and deliver promptly to Buyer full written descriptions of Subject Innovations along with the assignment of all rights therein to Buyer from Technical Personnel and from Seller, to document Buyer's entire and exclusive right, title and interest throughout the world in said Subject Innovations including all United States and foreign patents, copyrights, and applications therefore.

(3) If, to the best of the knowledge and belief of Technical Personnel and Seller, no Subject Innovations have been conceived or first reduced to practice under or related to this contract, to so certify to Buyer.

**19.1. PATENT INDEMNITY:** Seller shall indemnify, defend, and hold harmless Buyer and subsequent purchasers against any liability, costs and expenses, relating to any actual or alleged patent infringement arising out of the manufacture, use, sale or disposal of items furnished under this contract, except to the extent such items substantially vary from items generally commercially available and are manufactured by Seller in compliance with Buyer's detail designs and stated requirements for specific structure. Seller shall give Buyer prompt notice of any infringement claim related to this order.

**19.2. GENERAL INDEMNITY:** In the event Seller, its employees, agents, subcontractors and/or lower tier subcontractors enter premises occupied by or under control of Buyer in the performance of this order, Seller agrees that it will indemnify and hold harmless Buyer, its officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind, including death, arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors and/or lower tier subcontractors; and Seller agrees that it and its subcontractors and lower tier subcontractors will maintain public

liability and property damage insurance in reasonable limits covering the obligations set forth above and will maintain proper workmen's compensation insurance covering all employees performing this order.

**20. INSOLVENCY:** In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Actor for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.

**21. EFFECT OF INVALIDITY:** The invalidity in whole or in part of any condition of the order shall not affect the validity of other conditions.

**22. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance hereof, Seller will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, age, sex or national origin. Such action shall include: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship. Seller will in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin. Unless otherwise exempt, if this contract is a contract arising as a direct result of a contract between the Government and the Buyer for more than \$10,000, Seller shall comply with the Equal Opportunity Clause, DAR 7-103.18/FAR 52.222-26, as amended.

**23. NONSEGREGATED FACILITIES:** Seller certifies by acceptance hereof or commencement of performance that it fully complies with FAR 52.222-21 and agrees it will continue to comply during performance hereof. This provision requires Seller to not maintain or provide for its employees any segregated facilities at any of its establishments, and to not permit its employees to work at any location under its control where segregated facilities are maintained.

**24. IF THIS IS A U.S. GOVERNMENT SUBCONTRACT, THE CLAUSES ENUMERATED BELOW ALSO FORM A PART OF THIS CONTRACT.**

**a. AUDIT:** Seller agrees that its books and records, and its plant(s) performing this contract, and those of its subcontractors and suppliers at every tier, shall at all reasonable times be subject to inspection and audit by representatives of the Government, as provided in FAR 52.215-1 and FAR 52.215-2.

**b. BUY AMERICAN:** All Items furnished hereunder shall be domestic end products, as required by FAR 52-225-1.

**c. CONTRACT PROFIT CONTROLS:** This contract and any subcontract hereunder, is subject to standby profit controls under 10 U.S.C. 2382.

**d. MILITARY SECURITY:** If this contract involves classified matter, FAR 52.204-2, the security agreement executed by Seller (DD form 441), and the "National Industrial Security Program Operating Manual" are a part hereof. ,

**e. UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS (SB/SDB) CONCERNS:** Seller agrees to accomplish the maximum amount of SB/SDB subcontracting as required by FAR 52.219-8 (subcontracts over \$10,000), and FAR 52219-9 (subcontracts over \$500,000).

**f. RATED ORDERS:** Seller shall comply with FAR 52.211-15, DPAS Regs., and applicable regulations and orders in obtaining materials and scheduling production hereunder.

**g. DEFECTIVE PRICING:** If the Government Contracting Officer or Buyer determines that any price, including the profit or fee thereon, established in connection with this contract was increased by any significant sum because Seller or any of its subcontractors or suppliers at any tier furnished incomplete or inaccurate cost or pricing data, or data not current as certified, or refuses to furnish cost or pricing data when required, the contract price hereunder shall be reduced accordingly and the contract modified in writing to reflect such adjustment. Seller shall insert the substance of this clause in all subcontracts hereunder so as to give Buyer the right, in its sole discretion, to proceed directly against any such subcontractor. Failure to agree on a price reduction shall be subject to the Disputes clause of this contract. Buyer and the Government shall also have all other rights set forth in FAR 52.215-10.

**h. RIGHTS IN DATA:** DFAR Supplement 252.227-7013, 7013(Alt.1), 7014, 7017, 7018, 7019, 7027, 7028, and 7030, are incorporated herein by reference. If Seller elects to furnish data required by the Government directly to the Government, Seller shall indemnify Buyer for any damages incurred by Buyer from such delivery.

**i. COST ACCOUNTING STANDARDS:** Immediately upon receipt of this order, Seller shall notify Buyer if Seller is subject to Cost Accounting Standards ("CAS"). In such case, Seller agrees to the inclusion in this contract of required CAS clauses and to comply therewith.

**j. CLEAN AIR AND WATER:** Seller certifies by acceptance hereof or commencement of performance that no facility to be used in the performance of this order is listed on the Environmental Protection Agency List of Violating Facilities.

**k. ADDITIONAL CLAUSES:** The DAR/FAR Clauses set forth below are hereby incorporated by reference.

- (1) COVENANT AGAINST CONTINGENT FEES (FAR 52.203-5).
- (2) WALSH-HEALEY (FAR 52.222-20).
- (3) SUBCONTRACTOR COST AND PRICING DATA (FAR 52.214-28, 52.215-12 and 13).
- (4) CONTRACT WORK HOURS STANDARD ACT (FAR 52.222-4).
- (5) CONVICT LABOR (FAR 52-222-3).
- (6) All cost and pricing data furnished shall be in accordance with FAR 15.408, Table 15-2.
- (7) NOTICE AND ASSISTANCE REGARDING PATENT & COPYRIGHT (FAR 52.227-2); Buyer may direct Seller to furnish such Information and assistance directly to the Government.
- (8) EQUAL OPPORTUNITY FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (FAR 52.222-35).
- (9) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (FAR 52.222-36).
- (10) HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52-223-3).

**l. CLAUSES INCORPORATED WHERE REQUIRED:** The FAR clauses set forth below are hereby incorporated by reference when required by applicable FAR regulations or to comply with Buyer's contract with its customer.

- (1) AUTHORIZATION AND CONSENT (FAR 52.227-1).
- (2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (FAR 52.227-2)
- (3) FILING OF PATENT APPLICATIONS (FAR 52.227-10).
- (3) REFUND OF ROYALTIES (FAR 52.227-9).
- (4) SERVICES CONTRACT ACT OF 1965 (FAR 52.222-41)
- (5) GOVERNMENT PROPERTY (FAR 52.245-2; FAR 52.245-5).
- (6) SPECIAL TEST EQUIPMENT (FAR 52.245-18).
- (7) DUTY FREE ENTRY (FAR 52.225-8).
- (8) DUTY FREE ENTRY- QUALIFYING END COUNTRY PRODUCTS (DFAR Supp. 252.225-7009).
- (9) VALUE ENGINEERING (FAR 52.248-1).
- (10) LIMITATION OF LIABILITY (FAR 52.246-23,24&25).
- (11) PREFERENCE FOR U.S. FLAG AIR CARRIERS (FAR 52.247-63).
- (12) INTEGRITY OF UNIT PRICES (FAR 52.215-14, including Alternate 1 when applicable).