

**Regional Base Operating Support Contract I  
NAS Jacksonville, NS Mayport, Blount Island MCD  
Exhibit A – General Provisions**

(apply to all Purchase Orders unless separate subcontract has been issued)

1. **ACCEPTANCE OF ORDER:** A purchase order may be accepted only by signing the acknowledgement copy attached to it and returning it to IAP-HILL, or by shipment of the goods described on the purchase order. We reserve the right to revoke this offer at any time before acceptance by the subcontractor.

No additional or different terms proposed by the Seller in accepting a purchase order shall be binding upon IAP unless accepted in writing by IAP-HILL.

2. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Florida.

3. **SALESMAN SERVICES:** The Subcontractor shall provide assistance in identification of part numbers for parts/materials not listed in price lists, provided with his quotation and requirements resultant from changes to equipment to be supported.

4. **FREIGHT AND SHIPPING:** All orders are F.O.B. destination. Freight charges are included in the unit price. Title and liability for risk of loss or damage remains with Seller until all items are delivered to destination. IAP-HILL will identify any damage to the items and notify Seller of such damage. IAP-HILL will not make payment on damaged items.

5. **SUPPLIES/PARTS AVAILABILITY:** Fast moving supplies/parts will be stocked in limited quantities in the Supply Department of IAP-HILL for immediate requirements. Therefore, it is requested, these same supplies/parts be immediately available from the subcontractor for replenishment and/or emergencies. All other supplies/parts shall be provided expediently from the date the order is placed.

6. **PRICING:** The Subcontractor certifies that quotations relating to purchases will be accurate, complete, and current as of the date of the quotation and are no higher than those charged any other customer for identical items in like quantities.

7. **TERMINATION:** IAP – HILL shall have the right to terminate the Purchase Order for its convenience, or Seller’s default or insolvency. In the event of termination by IAP – HILL, IAP – HILL’s sole liability to Seller shall be for payment of delivered items accepted by IAP – HILL.

8. **CORE/EXCHANGE PART RETURNS:** Eligibility is limited to the amount of cores/exchange parts purchased on each product line. No excess cores to be returned.

9. **PART RETURNS:** Should any supplies be deficient or defective in material or workmanship, or otherwise not in strict conformity with the requirements, IAP-HILL may reject the deficient supplies for full credit or require prompt correction or replacement of same. All unused or non-required parts/material shall be returned without a restockage fee (excluding Special Orders).

10. **SPECIAL ORDER PART RETURNS:** All unused or non-required Special Order parts/material may be returned with vendor approval.

11. **WARRANTY:** All parts/materials will conform to specifications and will be of good workmanship and material and free from defects for the term of the manufacturer’s normal warranty period. Warranty replacement shall be accomplished upon notice of defect.

12. **PATENT INDEMNITY:** The Subcontractor shall save harmless IAP-HILL, its officers, employees, and agents from all claims, liabilities, damages, expenses, and costs suffered by reason of any alleged infringement or violation of any one or more patents arising out of the purchase, ownership, use, or disposal of any item purchased hereunder.

13. **ENVIRONMENTAL & SAFETY:** The Subcontractor shall comply with all applicable federal, state, and local laws. Safety must also be in compliance with with the Corps of Engineers Safety Manual, Code EM385-1-1.

14. **REQUIRED INSURANCE:**

a. The subcontractor, if performing services on a contract location, shall at his own expense, provide and maintain during the entire performance of this subcontract at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the subcontract.

b. Subcontractor shall name IAP-HILL, any higher-tier contractor and the customer as an additional insured under the general liability and auto liability policies. All policies furnished by Subcontractor shall be primary and noncontributory. Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against IAP - HILL which may arise by reason of any payment under the policy."

c. Types of insurance and amounts required are as follows:

**REQUIRED - ALL**

WORKERS COMPENSATION	AMOUNT
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000

**REQUIRED – ALL**

GENERAL LIABILITY	AMOUNT
Bodily Injury	\$1,000,000
Property damage	\$1,000,000
Combined single limit	\$2,000,000

**REQUIRED - ALL**

COMPREHENSIVE AUTOMOBILE LIABILITY	AMOUNT
Bodily Injury	\$1,000,000
Property damage	\$1,000,000
Combined single limit	\$2,000,000

**MISCELLANEOUS**

	AMOUNT
Pollution Liability Insurance – Environmental Work	\$5,000,000

d. Prior to subcontract start date, the subcontractor shall provide a Certificate of Insurance to IAP-HILL. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting IAP’ and the Government’s interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed, or (2) until 30 days after insurer or the Subcontractor gives written notice to IAP-HILL, whichever period is longer.

e. The subcontractor shall insert the substance of this clause, including this paragraph c, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the subcontract. (The Subcontractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.)

15. **BILLING**

a. Packing Slips – All tickets shall contain the following information:

- 1) Purchase Order Number
- 2) Itemized List of Services/Supplies/Parts Furnished
  - a) Part Number
  - b) Description
  - c) Quantity
  - d) Unit Price (May be Listed on Invoice)
  - e) Extension of Each Item (May be Listed on Invoice)
  - f) Part Discount – Unit Price may Already be Discounted

b. Invoices – Two (2) invoices will be submitted for all services, identifying the delivery tickets covered therein, stating their total dollar value, and applicable unit price and prompt payment discounts.

c. Prompt Payment Discounts – Discount periods will start from the date of receipt by IAP-HILL of a correct invoice mailed or receipt of services/merchandise ordered, which ever is later, and payment is deemed to be made for the purpose of earning the discount on the date of mailing of the IAP check.

d. Payment Terms – If no discount period is offered the payment terms shall be Net 30 from the later of date of receipt of invoice or date service/merchandise received.

16. **TAXES:** Unless the prices quoted are inclusive of sales tax, all Sellers authorized to collect state Sales Tax shall add the applicable sales tax to the invoice.

17. **FAR CLAUSES:** The following FAR clauses are included herein by reference: 52.212-4 and 52.212-5 and any other FAR clauses required by law. All subcontracted services performed on-site under the RBOS contract shall be compliant with 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.) unless a subcontract has been issued under the Davis-Bacon Act. This purchase order is subject to these contract clauses unless exempted there-from by the clause or by FAR provisions relating thereto. References to Government shall mean Buyer and references to Contractor shall mean Subcontractor or Seller.