



SPD-POReq.
Rev 29 (10/2021)
SPD Electrical Systems, Inc.

**TERMS AND CONDITIONS APPLICABLE TO
ALL SPD ELECTRICAL SYSTEMS, INC. (SPDES) PURCHASE ORDERS**

Note 1: L3Harris Technologies SPD Electrical Systems, Inc. will be referred to as “SPDES” in this document.

Note 2: The descriptive headings contained in these Terms and Conditions are for convenience or reference only and in no way define, limit, or describe the scope or intent of this Order.

Note 3: SPDES has indicated, by use of an asterisk (“*”), that certain provisions and FAR/DFARS clauses are **mandatory** flow downs, i.e., required to be included in Seller’s subcontracts with any of its sub-tier subcontractors/suppliers. That a provision or clause is not identified as a mandatory flow down is not determinative and does not relieve the Seller of its obligation to include the clause in lower tier subcontracts when required to satisfy the Seller’s contractual obligations under this Order.

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Part I. GENERAL PROVISIONS

- I.1. **ORDER OF PRECEDENCE.** In the event of a conflict between the terms contained herein and other portions of the Purchase Order/Subcontract, the order of precedence for priority of requirements shall be:
- A. The face of SPDES' Purchase Order/Subcontract or Task Order including special provisions on its face;
 - B. Any Statements of Work, Specifications, Drawings and Requirements accompanying the SPDES' Purchase Order/Subcontract or Task Order;
 - C. SPDES' Terms and Conditions (SPD-POReq. Rev 28 (04/2021), including L3Harris General Terms and Conditions-Non-Commercial Items and Services Purchased for a U.S. Government Contract
 - E. All other documents and exhibits associated with this Order

When a conflict in any terms or requirements is found, it shall be reported to SPDES Supply Chain for resolution.

- I.2. *The latest revision of L-3 Technologies General Terms and Conditions for Supply & Service Subcontracts (Corp. Form CC008) is **INCORPORATED BY REFERENCE** and made part of this order with the same force and effects as if set forth in full text herein. The aforementioned document can be located at <https://www.l3harris.com/supply-chain>.

- I.3. **ACCEPTANCE.** A written confirmation of order acceptance, including pricing, delivery, and revision level is required within 48 hours of the receipt of an order. All deviations to requirements must be approved in writing by SPDES Supply Chain Organization prior to starting the order.

I.4. **SHIPMENTS AND PACKAGING.**

- A. All shipments are F.O.B. ORIGIN.
- B. The required documentation must accompany all deliveries associated with this Order. Accurate, legible and complete documentation is essential for compliance with requirements of this Order. Missing, incomplete or incorrect documentation will be cause for rejection of this Order.
- C. Over shipments are not allowed unless authorized in writing. If over shipment occurs, parts over the ordered quantity will be returned at the Seller's expense.
- D. The following documents shall accompany each shipment:
 - i. Approved and Non-Approved Suppliers:
 - a. Certificate of Compliance
 - b. Final Inspection Report and accompanying CMM Report, if required
 - c. Any other documentation required by SPDES Engineering Drawing or Purchase Order
 - ii. Certified Supplier:



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- a. Certificate of Compliance
 - b. Quality Assurance Record of Inspection (QARI), with accompanying CMM Report if referenced on the QARI
 - c. The Supplier shall perform visual inspection for Foreign Object Detection/Damage/Debris (FOD) prior to shipping, and document the results on the QARI.
- iii. Dock to Stock Certified Supplier:
- a. Certificate of Compliance noting "Dock to Stock Program" opposite the lot code information
 - b. For first time production runs, Quality Assurance Record of Inspection (QARI), with accompanying CMM Report if referenced on the QARI

E. **PACKAGING** shall be in accordance with Standard Commercial Practice (Reference ASTM D3951) unless otherwise specified. All products shall be packed to preclude damage and deterioration. Yellow wrapping material or attached yellow protection devices (i.e. caps, plugs) shall not be used.

i. *Packaging Requirement.* The following carton sizes are preferred to meet flow rack system for lean manufacturing:

14"x11"6"	10"x10"x8"
15"x10"x8"	15"x10"x14"
10"x10"x8"	20"x20"x8"
20"x20"x16"	

I.5. ***SUPPLIER "FLOW-DOWN" REQUIREMENTS (SUB-TIER RESPONSIBILITY).** It is the responsibility of the Seller to transmit those portions of the purchase order that are applicable, including the substance of this specification, to any and all sub-tier suppliers via a purchase order or some other contractual means (**See above Note 3 for all mandatory flowdowns**)

I.6. ***FRAUD OR FALSIFICATION**

A. This Order and associated activities are within the jurisdiction of the Department of the Navy or other U.S. Government Agencies/Departments. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this Order may be punishable in accordance with applicable Federal Statutes.

B. Seller agrees that all employees engaged in the performance of this purchase order will be, if they have not been previously, informed in writing prior to commencing performance of work under the purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with work performed under this purchase order. Seller agrees that a signed statement shall be, if it has not been previously, obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statements shall be retained by the Seller for at least three years after final payment on this purchase order. An acceptable form for such a statement is substantially as follows;



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“This company/division/department/branch performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirement of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment or alteration of any material fact, or any false, fraudulent or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited by company policy, but may also be punishable under Federal Law. Please acknowledge by your signature that you have read and understand the above.”

Seller must also agree to include the following statement preprinted or otherwise permanently affixed or made reference to on each manufacturing, inspection or test record used in conjunction with this Order:

"The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."

- C. Seller shall include all provisions of this provision including this sentence in all sub-tier subcontracts/purchase orders under this Order. Any inability or unwillingness of a sub-tier subcontractor/supplier to comply with this provision should be documented in writing and submitted to SPDES.
- D. Seller shall advise SPDES promptly upon identification of any potential or actual fraud and falsification incidents pertaining to this Order and occurring either within its own organization or within its sub-tier(s) organization.

I.7. ***COST SUPPORT AND CERTIFICATIONS RELATIVE TO AMENDMENTS**

- A. Except where Seller demonstrated upon sufficient evidence that a FAR 15.403-1(b) exception applies, Seller shall furnish cost or pricing data at the threshold specified in FAR 15.403-4 (a)(1) via a properly executed NN-P47, Contract Pricing Proposal Cover Sheet, for:
 - i. Any proposed amendment to this Order with a price impact aggregating in excess of this threshold; and
 - ii. In support of final price arrangements or termination settlement agreements which exceed this threshold.
- B. Seller shall furnish properly executed applicable forms in support of final price agreements and termination settlement agreements
- C. Upon completion of negotiations relative to the proposals described in (I.7.A.1) and (I.7.A.2) above, Seller shall, within five working days, submit an updated NN-P47 and a NN-P34, Certificate of Current Cost or Pricing Data.
 - i. It is Seller’s responsibility to contact SPDES Buyer to receive forms, documents, and reference materials of this provision to ensure compliance with the requirements set forth in this provision.



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I.8. ***DISCLOSURE OF INFORMATION**

- A. *General Requirements.* The Seller shall not release to anyone outside the Seller's organization any unclassified information (unless such information has been supplied by the Government), regardless of medium (e.g., film, tape, document, display, brochure, etc.), regardless of purpose (e.g., P.O. performance, advertising, promotion, etc.) pertaining to any part of this Order or any program related to this Order unless
- i. SPDES has given prior written approval; or
 - ii. The information is otherwise in the public domain before the date of release.
- B. *Request Format and Timing.* Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Seller shall submit its request to SPDES at least sixty (60) days before the proposed date for release.
- C. *Exception/Approval.* In accordance with Paragraph (I.8.A.1) above, approval is granted to Seller so that, as necessary, it may disclose unclassified information, including sensitive unclassified information, to domestic entities under subcontract either actually or prospectively, including sub-tier orders, regardless of tier, under this Order for the provision of Naval Nuclear Propulsion Program (NNPP) supplies or services, entities of the Federal Government involved in the Naval Nuclear Propulsion Program having a need to know; and other entities performing NNPP work. This authority does not authorize Seller to release any information under or related to the subject order to any entity not specified above, or not specifically affiliated with Seller under this Order through a contractual or prospective contractual relationship. In addition, this authority does not authorize the Seller to release any information under or related to this Order to a foreign source prior to submitting the information to SPDES for either specific approval or information as required by this Order. Moreover, approval for release of information to sub-tiers and other entities with which Seller has a contractual or prospective contractual relationship does not extend to those entities who, regardless of relationship, do not have in place proper safeguards and procedures for receipt and handling of the sensitive information. The requirements of Paragraphs (I.8.A) and (I.8.B) above remain in effect as set forth and Seller must receive approval for release to any entity not covered by the authority set forth above in this paragraph (I.8.C). (For more specific guidance in this area, please contact SPDES Manager of Information Systems and Security.)
- D. *Litigation.* Should any information described in (I.8.A) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative authority, this should be promptly brought to the attention of SPDES to permit appropriate measures to be taken to protect the information. Under no circumstances should information, other than Paragraph (I.8.A.2) information, be released to such authority without prior notification to, and agreement of SPDES.
- E. *Survivability.* Seller agrees that the requirements of this provision (I.8.), to include Seller's obligation to obtain prior approval of any release other than a Paragraph (I.8.A.2) or (I.8.C) release, shall survive this Order and that Seller shall not for a period of twenty years subsequent to the issuance of this Order either directly or indirectly



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issue any such release without the requisite approval of SPDES, its successors or assignee.

- F. *Mandatory Passdown.* Seller shall include all provisions of this provision (I.8.), including this sentence, in all sub-tier orders under this purchase order. Sub-tier requests for authorization to release information shall be submitted through Seller to SPDES.

I.9. ***EXPORT CONTROLLED ITEMS**

- A. Seller agrees to comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*); The Arms Export Control Act (22 U.S.C. 2751, *et seq.*); The International Emergency Economic Powers Act (60 U.S.C. 1701, *et seq.*); The Export Administration Regulations (15 CFR Parts 730-774); The International Traffic in Arms Regulations (22 CFR Parts 120-130); and Executive Order 13222, as extended. Seller shall obtain all required export licenses or agreements to perform Seller's work, as applicable.
- B. Seller agrees to notify SPDES if any Articles or service to be delivered under this Order is restricted by export control laws or regulations.
- i. Seller shall immediately notify the SPDES's Supply Chain Representative if Seller is listed in the Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- C. If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it maintains an effective export/import compliance program in accordance with the ITAR and it is registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1) as required by the ITAR.

I.10. ***TECHNICAL DATA AND COMPUTER SOFTWARE AUTHORIZED MARKINGS** (*Mandatory is noncommercial technical data or computer software & documentation is a deliverable to this Order*)

The following clauses and provisions of the FAR and DFARS, as indicated, in effect as of the date of this order, are incorporated by reference, with the same force and effect as if the clause were provided in full text. The incorporated provisions may contain prefaces providing direction on implementation; in such instances, the clause alone applies and the implementation direction remains inapplicable.

- A. DFARS 252.227-7013, Rights in Technical Data -- Noncommercial Items. Paragraph (f) is changed as follows and paragraphs (C) and (D) are added:
- i. *(f) Removal of Unauthorized Markings.* Notwithstanding any provision of this order concerning inspection and acceptance, Buyer and the Government may correct, cancel, or ignore any marking not authorized by the terms of this order on any technical data furnished hereunder in accordance with the clause of this order entitled "Validation of Restrictive Markings on Technical Data."
- ii. Correction of nonconforming markings is not subject to this clause. Buyer and/or



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the Government may, at Seller's expense, correct any nonconforming markings if Buyer or the Government notifies Seller and Seller fails to correct the nonconforming markings within sixty days.

- iii. *Authorized Markings.* Absent Buyer agreement otherwise, the following are the only authorized markings (see Technical Data & Computer Software Authorized Markings):

Government Purpose Rights Legend. Data delivered or otherwise furnished with Government Purpose Rights shall be marked as follows:

Government Purpose Rights

Purchase Order Number:
Prime Contract No.:
Contractor Name:
Contractor Address:
Expiration Date:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this technical data are restricted by paragraph (b)(2) of the Rights in Technical Data -- Noncommercial Items clause contained in DFARS 252.227-7013 (Nov 1995), as incorporated within the above purchase order and prime contract. No restrictions apply after the expiration data shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings. The following entities, their respective successors and assigns, shall possess the right to exercise said property rights, as if they were the Government, on behalf of the Government: Westinghouse Plant Apparatus Division, Westinghouse Machinery Apparatus Operation, Westinghouse Bettis, KAPL, Inc., the Electric Boat Division of General Dynamics, Inc., and Newport News Shipbuilding, Inc.

Limited Rights Legend. Data delivered or otherwise furnished with Limited Rights shall be marked as follows:

Limited Rights

Purchase Order Number:
Prime Contract No.:
Contractor Name:
Contractor Address:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data -- Noncommercial Items clause contained in DFARS 252.227-7013 (Nov 1995), as incorporated within the above purchase order and prime contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government and the entities listed in the following sentence, which has been provided access to such data must promptly notify the above named Contractor. The following entities,

their respective successors and assigns, shall possess the right to exercise said property rights, as if they were the Government, on behalf of the Government: Westinghouse Plant Apparatus Division, Westinghouse Machinery Apparatus Operation, Westinghouse Bettis, KAPL, Inc., the Electric Boat Division of General Dynamics, Inc., and Newport News



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Shipbuilding, Inc.

Unlimited Rights Legend. No legend should be placed upon data provided with Unlimited Rights. However, should Seller deem it necessary to include a legend to document any rights it may have retained to the data, then the following legend may be utilized (no other legend may be used absent Buyer approval):

Copyright, [year], [Supplier Name] (Copyright applies to commercial uses only)

Notwithstanding the above copyright/restriction, the Government possess DFARS 252.227-7013 Unlimited Rights if this is technical data and DFARS 252.227-7014 Unlimited Rights if this is computer software or computer software documentation

- B. DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. Paragraph (f) is changed as provided below and the same added paragraphs (l) and (m) to DFARS 252.227-7013 are incorporated here (except that all paragraphs (l) and (m) references to “technical data” are deleted and replaced with “computer software and computer software documentation”).

Government Purpose Rights Legend. Computer software and computer software documentation delivered or otherwise furnished with Government Purpose Rights shall be marked as follows:



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Government Purpose Rights

Purchase Order Number:

Prime Contract No.:

Contractor Name:

Contractor Address:

Expiration Date:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this [software][software documentation] are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in DFARS 252.227-7014 (June 1995), as incorporated within the above purchase order and prime contract. No restrictions apply after the expiration data shown above. Any reproduction of the software and/or software documentation or portions thereof marked with this legend must also reproduce the markings. The following entities, their respective successors and assigns, shall possess the right to exercise said property rights, as if they were the Government, on behalf of the Government: Westinghouse Plant Apparatus Division, Westinghouse Machinery Apparatus Operation, Westinghouse Bettis, KAPL, Inc., the Electric Boat Division of General Dynamics, Inc., and Newport News Shipbuilding, Inc.

Restricted Rights Legend. Computer software and computer software documentation delivered or otherwise furnished with Restricted Rights shall be marked as follows:

Restricted Rights

Purchase Order Number:

Prime Contract No.:

Contractor Name:

Contractor Address:

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this [software][software documentation] are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in DFARS 252.227-7014 (June 1995), as incorporated within the above



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purchase order and prime contract. Any reproduction of the computer software and/or computer software documentation or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government and the entities listed in the following sentence, which has been provided access to such software must promptly notify the above named Contractor. The following entities, their respective successors and assigns, shall possess the right to exercise said property rights, as if they were the Government, on behalf of the Government: Westinghouse Plant Apparatus Division, Westinghouse Machinery Apparatus Operation, Westinghouse Bettis, KAPL, Inc., the Electric Boat Division of General Dynamics, Inc., and Newport News Shipbuilding, Inc.

Unlimited Rights Legend. No legend should be placed upon computer software or computer software documentation provided with Unlimited Rights. However, should Seller deem it necessary to include a legend to document any rights it may have retained to the computer software/computer software documentation, then the following legend may be utilized (no other legend may be used absent Buyer approval):

Copyright, [year], [Supplier Name] (Copyright applies to commercial uses only)

Notwithstanding the above copyright/restriction, the Government possess DFARS 252.227-7013 Unlimited Rights if this is technical data and DFARS 252.227-7014 Unlimited Rights if this is computer software or computer software documentation

- C. *Post Award Negotiation.* If, after exhausting all reasonable efforts, the parties fail to agree on the apportionment of the rights in technical data furnished under this Order by the date established in the order for agreement, or within any extension established by SPDES, SPDES' Customer, or the Government, then SPDES, SPDES' Customer or the Government may establish the respective data rights of the parties. In any event, Seller shall proceed with completion of the order.
- D. *Technical Data Pertaining to Nuclear Propulsion Plant Systems.* Pursuant to subparagraph (C.) above, it is agreed that all technical data pertaining to nuclear propulsion plant systems have been, or will be developed exclusively with Government funds, and that all technical data generated under this order, and all technical data required to meet order requirements shall be provided to the Government with unlimited rights.
- E. It is further agreed that promptly after delivery of all Order deliverables, or after any termination of all work under this Order, Seller shall submit a letter report to SPDES listing and providing a brief description of all items of technical data, pertaining to the deliverables developed or prepared under this purchase order, which items of technical data were not specified to be delivered pursuant to this purchase order. Seller shall furnish in Seller's format, and at the cost of reproduction, with unlimited rights, copies of the items of technical data so reported or which should have been reported, as SPDES may require in writing from time to time. However, nothing in this requirement shall require Seller to retain any item of such technical data beyond the period provided for in this Order, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.



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Part II.SPECIAL PROVISIONS

Note 4: Some provisions in this section may not be applicable to specific orders. Provisions that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact SPDES regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following provisions.

II.1. MANUFACTURING REQUIREMENTS

- A. GENERAL. All SPDES part / assembly drawings and specifications required to satisfy this Order will be provided by SPDES. The Seller must control these documents and assure that only the current revision as specified by the current Order is being used. Deviations must be addressed with SPDES Supply Chain Representative **before** the Order is processed. Drawings can be secured by contacting SPDES Configuration Control via e-mail at Print.Room@L3Harris.com.
- i. SPDES will provide daily product structure revision updates via encrypted e-mail (SPD Supplier Daily Engineering Revision Notification) for applicable open orders. It is the responsibility of the Seller to assure that all components and assemblies satisfy the current revisions as provided via the encrypted e-mail. **All revision conflicts must be immediately communicated to SPDES Supply Chain Representative.**
 - ii. Seller is required to secure the applicable industry and military standards specified in the stated requirements and maintain the current revision of each specification
 - iii. * *Authorization of Interpretation and Clarification of Requirements*. The cognizant SPDES manufacturing or product engineer can authorize specification and drawing interpretations and clarifications when requirements need supplemental explanation. Exceptions to requirements can be secured via deviation, wavier or noted on the PO Documentation of requirements relief shall be provided with the delivery of product. Permanent solutions must be pursued for long term correction.
 - iv. *Non-Disclosure of Information*. All drawings and specifications supplied by SPDES are the property of SPDES and are provided for the sole purpose of performing work for SPDES. These proprietary drawings and specifications are to be safeguarded in accordance with the applicable Nondisclosure Agreement, and only used for this purpose.
- B. WORKMANSHIP. Unless otherwise stated, workmanship shall be in accordance with SPDES specification QWS-002 and best industry standards and practices. SPDES specification QWS-002 addresses solder requirements, crimping requirements, fastener requirements molded part criteria, welding requirements, brazing criteria, plating workmanship criteria, painting workmanship criteria, wiring & harnessing requirements, threadlock compound requirements and helicoil threaded inserts. The following SPDES Quality Procedures referenced in QWS-002 provide additional acceptance criteria for hardware, paint and powder coating:



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- i. PAP-1006, Hardware Installation Acceptance Criteria
- ii. PAP-3007, Paint Inspection
- iii. PAP-3008, Paint Inspection – Powder Coated

It is the Seller's responsibility to contact the SPDES Buyer to obtain the required documentation to ensure compliance and acceptability of this Order.

C. SPECIAL MANUFACTURING REQUIREMENTS

- i. Functional or Special Purpose gages shall be approved by SPDES Manufacturing Engineering when they are used to verify acceptance of attributes.
- ii. SPDES specification 52016 (or SPDES specification 746750, when specified) establishes standard tolerances, and other general manufacturing requirements. The applicability of the requirements of this specification is defined in the "Introduction" section of 52016. It is the Seller's responsibility to contact the SPDES Buyer to obtain the required documentation to ensure compliance and acceptability of this Order
- iii. Dimensional Inspections for parts and assemblies that are coated with Zinc Phosphate and /or painted are to be performed before coating / painting. Inspection documentation shall reflect these inspections. Otherwise, all dimensions are applicable to the completed item.
- iv. "Nibbling" on any sheet metal edge is prohibited.
- v. For the purposes of determining conformance with the applicable drawings and specifications, all specified tolerance limits are "Absolute Limits", as defined in ASTM Practice E29, Using Significant Digits in Test Data to Determine Conformance with Specifications.
- vi. *Assembly Process - Component Verification / Inspection:* All components that are assembled into product must be verified at receipt / fabrication and before assembly to ascertain compliance to the applicable requirements. Adequate precautions shall be adopted to assure that all components are correct and comply with the applicable Bill of Material, manufacturing standard and drawing requirements.
- vii. *Wiring Methods and Harnessing:* Wiring shall be neatly formed into groups which are locked, sleeved, tied, or clamped in a manner that provides support and prevents chafing of the wire insulation due to vibration and shock. There shall be no splices in the wire unless specified in the SPDES Drawing, and all connections shall be made at the terminals of the devices, at terminal blocks, or at part mounting boards. Wiring methods and harnessing shall be in compliance with IPC-WHMA-620, Class 3.
- viii. *Foreign Object Detection/Damage/Debris (FOD):* All Sellers shall visually inspect each lot, prior to shipment, to assure that no FOD is present



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D. MATERIAL AND PROCESS TRACEABILITY—ON FILE

- i. Material and processes used in the product supplied to SPDES must be traceable to acceptance records. A lot number in addition to a detailed description of material type, specification, heat number or other applicable information, must identify raw material used. Each unit of product delivered must be identified in such a way as to ensure a paper trail to Seller's traceability records.
- ii. *Material and Process Traceability—Submitted.* Items fabricated under this Order must be traceable to raw material used. Copies of all traceability and inspection records must be submitted with raw materials, parts or assemblies. Raw material used must be identified by a lot number in addition to a detailed description of material type, specification, heat number, etc. Parts fabricated shall be identified with the lot number of raw material used.

E. ***DEVIATIONS/CHANGES TO PRODUCT OR SERVICE PROCESS.** Seller's product is used in a military qualified SPDES product. Products and processes must meet all SPDES requirements. The supplier shall manufacture to the revision level specified on the Order and as defined on the drawing supplied by SPDES. SPDES drawing number with appropriate suffix and authorized revision must be identified on the item being supplied unless the Order states otherwise. Deviations to requirements must be approved by SPDES Supply Chain Dept. via authorized documentation and shall be so stated on the Order revisions. Process changes that may affect the performance and operating characteristics of products must be communicated to SPDES for information. All deviations shall be reconciled before proceeding with the order.

- i. Changes to the product that are manufactured to the Seller's design and specifications must be approved by SPDES prior to implementation.
- ii. Substitution/alternates for COTS products are not authorized without prior approval by SPDES
- iii. ***Supplier Deviation Requests (SDRs).** All requests for deviations to requirements SDRs must be documented and written authorization for the same must be secured via SPDES Supply Chain Organization. Approved supplier deviation requests (SDR) are a part of the quality records that must be referenced to and included with the C of C at the time of material delivery.
 - a) The quantity addressed by the SDR can exceed the specific order quantity in process but it is not intended to be used as a long term solution to an issue. The same SDR can be used for authorization of multiple orders (or lots) when the authorized quantity on the SDR exceeds the released quantities, (i.e. the initiation of individual SDRs is not required when it is known that a particular issue cannot be resolved before the next lot is processed or when mandated by ordering constraints).
- iv. Seller must include the requirements of this paragraph in any lower-tier purchase order issued by the Seller to support product being sold to SPDES.



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F. LIMITED SHELF LIFE

- i. *Identification of Shelf Life* Seller will identify each item (by unit container) with the following Information:
 - a) Name on material, part number, type, size, quantity
 - b) Date of manufacture (initial date critical life period established)
 - c) Expiration date (termination of usable life of product)
 - d) Special storage and handling conditions to be observed by product user.
- ii. Date of manufacture and expiration date of product should be recorded on certification document and/or shipper. **Material must have a minimum of 85% remaining shelf-life at time of delivery.**

G. *ELECTROSTATIC DISCHARGE (ESD). ESD requirements per ANSI/ESD S20.20, ESD Association Standard for the Development of an Electrostatic Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices).

- i. The program shall provide continuous protection for ESD Sensitive items from receipt through inspection/test, stocking, packaging, storage and shipment.
- ii. Seller must mark the packing slip "ATTENTION OBSERVE PRECAUTIONS FOR HANDLING ELECTROSTATIC SENSITIVE DEVICES."
- iii. *ESD sensitive items shall be individually packaged in an appropriate protective bag, unless specifically directed that bulk packing is acceptable.

H. PACKAGING -SILVER PLATED PRODUCTS. All silver plated parts and assemblies must be packaged to prevent tarnishing. Refer to SPDES Work Instruction Number "GP-Silver Plating Packaging" for detailed packaging and shipment / storage instructions. It is the Seller's responsibility to contact the SPDES Buyer to obtain the required documentation to ensure compliance and acceptability of this Order.

- i. The use of cardboard, chipboard containers, newspapers or other type of paper stock as wrapping material is unacceptable.

I. SPECIAL PROCESSES such as welding, brazing, plating, painting and heat treating shall be conducted in accordance with the applicable industry standard and or as directed by SPDES specifications.

- i. **Sub-Tier Supplier Approval*: Approval of sub-tier suppliers who provide special processes shall be secured from SPDES Quality Engineering. All special process suppliers and sub-tier suppliers must be reviewed and approved in writing by SPDES Quality Management prior to special process services being performed. SPDES reserves the right to disqualify a supplier based upon inadequate process system controls or unsatisfactory compliance with requirements.



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- J. PLATING, HEAT TREATING, PAINTING, CLEANING AND NONDESTRUCTIVE TESTING (NDT) are to be performed in accordance with the requirements and specifications listed or referenced on the SPDES part / assembly drawing. If there are any conflicts between requirements and specifications listed on the engineering drawing, clarification must be secured and authorization provided through SPDES Supply Chain Organization
- I. in addition to the requirements provided by the stated specifications, the following are applicable:
- a) Plating Thickness (NDT) shall be measured per ASTM B487 (Micro cross section), ASTM B499 (magnetic), ASTM B-504 (coulometric), ASTM B556 (chromium spot test), ASTM B567 (Beta Backscatter), ASTM B568 (X-ray Spectrometry), ASTM B244 (eddy current), ASTM B530 (magnetic) unless otherwise specified in SPDES Process Specification.
 - b) Plating Adhesion shall be tested per ASTM B571, two samples per load / lot,
 - c) Paint Adhesion shall be tested per ASTM D3359, Method B
 - d) General parts cleaning shall be per SPDES Spec. 51015.
 - e) For Zinc Phosphated and Painted parts refer to paragraph II.1(C)(iii).
 - f) Heat Treating specifications are: SPDES 51092, Case Hardening; SPDES 51093, Through Hardening; and SPDES 51091, Annealing.
 - g) Heat Treating furnaces shall be maintained per SAE AMS2750.

It is the Seller's responsibility to contact the SPDES Buyer to obtain the required documentation to ensure compliance and acceptability of this Order.

- K. WELDING Qualification of Welding Procedures and/or qualification of Welding Personnel are required. Seller shall contact SPDES Procurement or Engineering Department for detail of requirements.
- i. *Structural welding* suppliers shall be qualified and perform all welding per the following:
- a) Structural Welding shall be performed in accordance with the applicable SPDES part / assembly drawing and Military Specification S9074-AR-GIB-010/278, weld classification M-2, category C, AWS D1.2, and/or purchase order requirements.
 - b) Structural Weld Qualification shall be in accordance with SPDES requirements and Military Specification S9074-AQ-GIB-010/248.
 - c) Weld Wire Identification and Traceability shall be maintained.
 - d) The Supplier's welding router and procedure and welder qualifications must be reviewed and approved by SPDES prior to performing welding on any SPDES product.
 - e) The Supplier shall provide to SPDES a completed matrix per PAP-1610, Attachment #3, showing weld processes and welder qualifications. An updated matrix shall be forwarded to SPDES Supply Chain Organization in January of each year. SPDES Quality and/or Engineering Management shall review and approve the matrix prior to welding performed on new orders issued by SPDES for welded product.



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- ii. *Spot Welding* shall be in accordance with AWS specification C1.1M/C1.1 and AWS C1.4M/C1.4. The Supplier's spot welding process must be reviewed and approved by SPDES Engineering prior to spot welding for each part number. Supplier to submit 5 samples/coupons to approved test house or conduct testing internally on calibrated equipment by trained personnel. Samples and test data shall be maintained for SPDES verification for 7 years.



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A copy of the certified destructive pull test report shall be submitted to SPDES Engineering for approval prior to shipment and shall be submitted for approval for each lot of parts produced.

- L. BRAZING shall be in accordance with NAVSEA S9074-AR-GIB-010/248 tech pub for military specification **or** per SPDES Specification 51289 for commercial specifications as required per SPDES engineering drawing. Seller shall contact SPDES Procurement or Engineering Department for clarification detail of requirements.
1. For Structural Mil-Spec brazing:
 - a. Structural brazing shall be performed in accordance with NAVSEA S9074-AR-GIB-010/248 as required by the drawing.
 - b. Written procedure shall be prepared in accordance with NAVSEA S9074-AR-GIB-010/248 that includes essential elements.
 - c. Brazer and Brazing operator shall be qualified in accordance with NAVSEA S9074-AR-GIB-010/248 before proceeding on activity.
 - d. All brazing procedures and brazer qualification records shall be submitted to SPD and customer for approval prior to start of brazing.
 2. For Commercial brazing:
 - a. Brazing shall be in accordance with SPD specification 51289 as required per the drawings.
 - b. Testing requirements are defined by the SPDES Engineering drawing and SPDES.
 - c. Specification 51289. Note: Ultrasonic (NDT) C-scan testing of brazed joints shall conform to a Class "B", 75% minimum bonded joint.
 - d. Destructive braze samples shall be retained by the supplier for a period of one year unless otherwise specified by SPDES.
 - e. The supplier's brazing process must be reviewed and approved by SPDES prior to start of brazing.
- M. SOLDERING shall be in accordance with IPC J STD-001 (Requirements for Soldering Electrical and Electronic Assemblies), Class 3. Acceptance criteria shall be in accordance with Class 3 requirements and IPC-A-610, Class 3. Seller shall contact SPDES Procurement or Engineering Department for detail of requirements.
- i. Solder shall meet the requirements of IPC-J-STD-006. Specifically, only the Pb bearing solders, Sn60 or Sn63, shall be used.
 - ii. Solder Flux shall be in accordance with IPC-J-STD-004. Flux shall conform to flux activity levels L0 and L1 of flux materials rosin (RO), resin (RE), or organic (OR), except organic flux activity level shall not be used for no-clean soldering.
- N. PRINTED WIRING BOARD (PWB) PROCESS CRITERIA MIL-PRF-55110
- i. Printed wiring board manufactured per MIL P 55110. Seller must submit a document certifying that PWB's manufactured per SPDES' Order conforms to



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specification MIL-PRF-55110 (applicable revision noted on Order) requirements. The document will reference applicable SPDES' Order number and be signed and dated by an authorized Seller representative including their title.

- ii. Printed wiring board electrical test per MIL PRF 55110. Seller must submit a document certifying that PWB's supplied per SPDES' Order are electrically tested per Mil-PRF 55110 paragraph 4.8.7.3. The document will reference applicable SPDES' Order and be signed and dated by an authorized representative including their title.
- iii. Printed wiring board manufactured per MIL P 50884. Seller must submit a document certifying that PWB's manufactured per SPDES' Order conforms to specifications MIL P 50884 (applicable revision noted on Order) requirements. The document will reference applicable SPDES' Order and be signed and dated by an authorized Seller representative including their title.
- iv. Printed wiring board manufactured per IPC DW 425. Seller must submit a document certifying that PWB's manufactured per SPDES' Order conforms to specification IPC DW 425 (applicable revision noted on Order) requirements. The document will reference applicable SPDES' Order and be signed and dated by an authorized Seller representative including their title
- v. Solder mask to IPC SM 840. Seller must certify that PWB's are solder mask per specification IPC SM 840 requirements. The document will reference applicable SPDES' Order and be signed and dated by an authorized Seller representative including their title.
- vi. Printed wiring board packaged in dissipative bags. Seller must certify that PWB's are packaged per MIL P 23199 requirements utilizing MIL B 81705 Type 1 bags. The certification document will reference applicable SPDES' Order and be signed and dated by an authorized Seller representative including their title

O. PRINTED CIRCUIT BOARDS (PCB)

- i. Conformal Coating for printed circuit boards shall meet the requirements of IPC-A-610.
- ii. PCB Construction shall be in accordance with IPC D-275, Amendment 1, or IPC-2221.
- iii. PCB material shall be flame retardant glass epoxy laminate, type FR-4.

P. WIRE EDM MANUFACTURE Parts manufactured via the wire EDM process shall have the start and stop points of the wire off and away from any finished surface.

II.2. QUALITY REQUIREMENTS. All Purchase Order requirements must be satisfied.

- A. *QUALITY SYSTEM REQUIREMENTS. A Quality Management Systems (QMS) which meets the requirements of ISO 9001-2008 or ISO 9001-2015 is preferred. The minimum QMS, that must be implemented, shall satisfy the requirements of MIL-I-45208A. Seller is responsible to assure that this requirement is passed down to any



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sub-tier supplier and that the sub-tier supplier complies with this requirement.

- B. SOURCE VERIFICATION. Source verification may be conducted at all certified suppliers, non-certified suppliers and their sub-tier suppliers. This, if required, can be waived at the sole discretion and approval of SPDES Quality Management. Waiver will be documented on the SPDES Order, as follows:

SPDES Source waived by _____ SPDES Receiving Inspection required.
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- C. CERTIFIED SUPPLIER REQUIREMENTS. Sellers categorized as SPDES' Certified Suppliers shall comply with additional QMS requirements, including inspection and documentation detailed in SPDES Procedure, PAP-1702 Certified Supplier- Product Processing. It is the responsibility of the Seller to contact a SPDES Buyer to retain a copy of the relevant document.
- D. *CERTIFICATE OF COMPLIANCE (C of C). Shall be in accordance with PAP-1610.
- E. SUSPECT/COUNTERFEIT PARTS. Only new and authentic materials are to be used in products delivered to SPDES. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Franchised Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from SPDES.
- i. Definitions.
- a) *Counterfeit*- a part that is an illegal or unauthorized copy or substitute of an OEM item; an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or an item with a label or other marking intended, or reasonably likely, to cause a reasonable person into believing a non-OEM item is a genuine OEM item when it is not. Parts that have been modified pursuant to a specific SPDES purchase order requirement, such as refinished, up-screened, or up-rated parts that are properly identified as such are not considered suspect or counterfeit.
 - b) *Suspect Counterfeit*- A part in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of a counterfeit part.
 - c) *Franchise Distributor*- A distributor with whom the OCM has a contractual agreement to buy, stock, re-package, sell and distribute its product lines.



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Franchised distributors normally offer the product for sale with full manufacturer's warranty. Franchising contracts may include clauses that provide for the OCM's marketing and technical support, failure analysis and corrective action, and exclusivity of inventory

- d) *Independent Distributor (Broker)* - A distributor that purchases parts with the intention to resell them. Independent Distributors may be franchised for selected, but not all, product lines. For purposes of counterfeit risk mitigation, a distributor is considered independent when not franchised for the item to be procured

- ii. If part is to be purchased from an SPDES Approved Independent Distributor, Exhibit A (for active components) or Exhibit B (for passive components) must be attached to the Order:

- a) **EXHIBIT A. Independent Distributor Purchase Order Clause -Active Components & Hybrids.** Independent Distributor's procedures shall meet the requirements of IDEA-STD-1010 & AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.

Inspections and test shall be conducted in accordance with IDEA-STD-1010 and AS6081. IDEA-STD-1010 and the inspection and tests defined below shall take precedence over AS6081 for conflicts in inspection methodology and defect criteria. Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD Certificates of Conformance (C of Cs) shall also accompany each shipment.

The following inspections and tests are required for active components as applicable based on device package type.

- Visual Microscopy Inspection of all parts in the order is required to a magnification level capable of identifying nonconformities related to part size. This includes visual inspection requirements for packaging.
 - General external visual inspection requirements shall be 100% of the lot.
 - Sampling inspection of detailed external visual requirements, including mechanical dimension measurements, shall be identified by the Seller's internal procedures based on industry standards as a guide.
- X-Ray inspection (100% of the lot)
- XRF/RoHS (2 parts per lot date code)
- Solderability testing per IPC/EIA J-STD-002 (3 parts per lot date code), exception for Ball Grid Array (BGA) parts, Column Grid Array (CGA) parts, and gold plated terminations on parts.
- Scanning Electron Microscopy (1 part per lot date code)
- Solvent Testing for Remarking (3parts per lot date code)



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- Solvent Testing for Resurfacing w/acetone, (same 3 parts per lot date code)
- Scrape testing – only applicable to parts that cannot be heated solvent tested (same 3 parts per lot date code)
- Solvent Testing for Resurfacing (If pass acetone test) – Heated Solvent testing w/Dynasolve 750, (same 3 parts per lot date code)
- De-lid and Die Verification (3 parts per lot date code)
- Flash and programmable memory devices shall be verified (100%) for clean memory, not pre-programmed

If suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

- b) **EXHIBIT B. Independent Distributor Purchase Order Clause- Passive Components and Connectors** Independent Distributor's procedures shall meet the requirements of IDEA-STD-1010 & AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.

Inspections and test shall be conducted in accordance with IDEA-STD-1010 and AS6081. IDEA-STD-1010 and the inspection and tests defined below shall take precedence over AS6081 for conflicts in inspection methodology and defect criteria. Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD Certificates of Conformance (C of Cs) shall also accompany each shipment.

The following inspections and tests are required for active components as applicable based on device package type.

- Visual Microscopy Inspection of all parts in the order is required to a magnification level capable of identifying nonconformities related to part size. This includes visual inspection requirements for packaging.
 - General external visual inspection requirements shall be 100% of the lot.
 - Sampling inspection of detailed external visual requirements, including mechanical dimension measurements, shall be identified by the Seller's internal procedures based on industry standards as a guide.
- X-Ray inspection for non-glass diodes and tantalum capacitors (100% of the lot)



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- XRF/RoHS (3 parts per lot date code)
- Solderability testing per IPC/EIA J-STD-002 (3 parts per lot date code), exception for Ball Grid Array (BGA) parts, Column Grid Array (CGA) parts, and gold plated terminations on parts
- Scanning Electron Microscopy (1 part per lot date code)
- Solvent Testing for Remarking (3 parts per lot date code)
- Solvent Testing for Resurfacing w/acetone, (same 3 parts per lot date code)
- Scrape testing – only applicable to parts that cannot be heated solvent tested (same 3 parts per lot date code)
- Solvent Testing for Resurfacing (If pass acetone test) – Heated Solvent testing w/Dynasolve 750, (same 3 parts per lot date code)

All electrical test reports shall contain a read/record data table showing the measured values of each device tested. Electrical test shall be performed after parts have passed the inspection and tests listed above. Sample value measurements required per ANSI/ASQ Z1.4 at ambient temperature, 1% AQL level II. Component value tests are defined in the following chart:

COMPONENT	TEST
Resistors	DC resistance
Capacitors	Capacitance
Inductors	Inductance
Transformers (open framed/wiring)	Winding-to-winding isolation, winding continuity, winding inductance, turns or voltage ratio
Connectors	Continuity on a 1% AQL sample of pins/connections
Relays	Contact and coil resistance

If suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves all contractual rights and remedies to the address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI.

- c) **EXHIBIT C. Independent Distributor Purchase Order Clause. COTS Assemblies (Including Electro-mechanical items, Hard Drives, Network Equipment and Peripheral Cards.**

Independent Distributor procedures shall meet the requirements of IDEA-STD-1010 and AS6081. Quality Management System shall be certified to AS9120 and/or AS9100.



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Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD certificates of Conformance (C of C's) shall also accompany each shipment.

The following inspections and tests are required for general COT assemblies, hard drives, network equipment and peripheral cards:

General COTS Assemblies

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to
 - Components visible on circuit cards when applicable
 - Interface connector(s)/contact(s)
 - Crimped, cut, spliced, pinched, and/or broken wire(s) where applicable
- Manufacturer label bar code information verification

Hard Drive

- Packaging inspection (part number, evidence of tampering etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to
 - Components visible on circuit cards when applicable
 - Interface connector (s)/Contact (s)
 - Casting
- Manufacturer label bar code information verification
- 100% Power on test
- 100% Self-Monitoring, Analysis and Reporting Technology (S.M.A.R.T.) date pull (when applicable)
 - Verification of serial number
 - Total power on hours
- Serial numbers recorded

Network Equipment

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
 - Visual Inspection (100%) for indications of prior usage /refurbishment/counterfeiting including damage to
 - Components visible on circuit cards when applicable
 - Interface connector (s)/Contact (s)
 - Casting
- Manufacturer label bar code information verification
- 100% Power on test



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- 100% Self-Monitoring, Analysis and Reporting Technology (S.M.A.R.T.) date pull (when applicable)
- Serial numbers recorded

Peripheral Cards

- Packaging inspection (part number, evidence of tampering, etc.)
- Mechanical dimensions (3 parts minimum per lot)
- Visual Inspection (100%) for indications of prior usage/refurbishment/counterfeiting including damage to
 - Components visible on circuit cards when applicable
 - Interface connector (s)/Contact (s)
- Manufacturing label bar code information verification

If suspect/counterfeit parts are furnished under this subcontract and are found in any of the goods delivered hereunder, such items will be impounded by Buyer. The seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the subcontract requirements or Distributor's insurance policies. Buyer reserves the rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI

d) EXHIBIT D. Test Lab Purchase Order Clause – Mechanical Parts and Materials

Manufacturer specifications and parameters shall be used for part requirements as applicable. Recorded evidence of all testing performed shall be included with each shipment. When available, OEM/OCM and/or AD certificates of Conformance (C of C's) shall also accompany each shipment.

The following inspections and test are required for mechanical parts and materials by an accredited third party testing facility:

- Packaging inspection (part number, evidence of tampering, etc.)
- Part/Packaging marking inspection for evidence of remarking or alterations (part number, mfg. name, trademark or logo, lot or date code, grade, etc.) – sample of 3 pieces per lot for part markings.
- Mechanical parts external vision inspection (100%) for damage, wear contamination or use.
- Mechanical parts dimensional inspection – selected critical dimensions shall be verified per manufacturing specifications on a sample of 3 pieces per lot.
- Plating Verification (e.g., XFR) – sample of 3 pieces per lot.
- Base material verification (certification of composition/chemical analysis, heat treatment, hardness testing, tensile strength, torque testing, magnetic particle, etc. as applicable per material specification) – sample of 1 piece per lot.
- Mechanical Item Test Verification (if required by the item specification) – sample of 1 piece per lot.



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Seller shall report all occurrences of Counterfeit parts to GIDEP and ERAI

Refer to Article 6 of the latest revision of L3HARRIS TECHNOLOGIES, INC. GENERAL TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR THE PURCHASE OF NON-COMMERCIAL ITEMS AND SERVICES UNDER A U.S. GOVERNMENT CONTRACT (APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS) LGL50.F1 is incorporated by reference and made part of this order with the same force and effects as if set forth in full text herein. The aforementioned documents can be located at <https://www.l3harris.com/supply-chain>.

- F. * PROHIBITED MATERIALS. Except in special cases as directed in the Order text, the requirements for our product and components within our product mandate that the following types of material shall not be used: Mercury, Asbestos, Cadmium and Cadmium plating, Polychlorinated Biphenyls (PCB), Polyvinyl Chloride (PVC), Freon Solvents, Radioactive materials, Magnesium, Magnesium base alloys, and brass and copper black oxide coated threaded fasteners. Additionally, Mercury may not be used in the manufacture or testing of materials or components. The use of Magnesium and Cadmium as a very minor alloying component in metals or as a member of a compound, e.g. 5052 or 6061 Aluminum or AgCdO electrical contacts, is permitted.
- i. The use of McMaster Carr Hardware (or any other 'commercial distributor') is prohibited in the manufacture of SPDES products. Seller must use one of the following CPA suppliers unless an approved Supplier Deviation Request (SDR) or waiver is in place allowing the use of McMaster Carr hardware:
- a. Aero-Glen International (CPA2327)
 - b. Aero-Space Southwest (CPA2328)
 - c. B/E Aerospace (CPA2329)
 - d. Bisco Industries (CPA2330)*
 - e. Century Fasteners (CPA2331)
 - f. Hardware Specialty Co. (CPA2332)
 - g. Wesco Aircraft (CPA2333)
 - h. Cornerstone Components, Inc.(Various)
 - i. Boeing Distribution Services (Various)

Please contact the SPDES Buyer with any questions regarding this requirement. Supplier is required to flow down all mandatory requirements per Note 3.

- G. * INSPECTION. All work (which term throughout this provision includes without limitation raw materials, procedures and processes, component, intermediate assemblies and end products) that is performed in accordance with order requirements of this Order shall be subject to inspection and test by SPDES, SPDES' Customer and the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance. Seller is responsible for, and shall upon SPDES' request furnish evidence of, compliance with



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all requirements of the Order; and inspection and test by SPDES, SPDES' Customer and the Government of any work, or approval of designs, drawings, samples, test results, procedures, processes or schedules by SPDES, SPDES' Customer and the Government does not relieve Seller from any responsibility to meet the Order requirements.

i. If any inspection or test is made by SPDES, SPDES' Customer and the Government on the premises of Seller of a sub-tier contractor/supplier, Seller without additional charge shall provide a safe place to work and reasonable facilities and assistance for the convenience of SPDES, SPDES' Customer and the Government representatives in the performance of their duties. If SPDES, SPDES' Customer and the Government inspection or test is made at a point other than the premises of Seller of sub-tier subcontractor/supplier, it shall be at the expense of SPDES or SPDES' Customer except as otherwise provided in this Order; provided that, in case of rejection, SPDES or SPDES' Customer shall not be liable for any reduction in value of samples used in connection with such inspection or test.

ii. Seller shall provide and maintain, and require its sub-tier subcontractors/suppliers to provide and maintain an inspection and quality control system acceptable to SPDES, SPDES' Customer and the Government covering the work under this Order. Records of all inspection and quality control work by Seller and its sub-tier subcontractors/suppliers shall be kept complete and available to SPDES, SPDES' Customer and the Government during the performance of this Order and for such longer period as may be specified elsewhere on this Order.

H. TEST REQUIREMENTS.

i. *Test Coupons and Heat Treat Sampling Plan*

- a. Production and Qualification Test Coupons shall be retained by all Sellers for a minimum of one year.
- b. Heat Treating/ Microhardness coupons shall be retained by the heat treater or the supplier for seven years. One sample per furnace load shall be checked for through hardening (surface hardness test) or case hardening (micro and surface hardness test) as required. Seller must coordinate the retention process.
- c. Inspection Sampling Plan for surface hardness checks: Unless stated otherwise, sampling for final inspection shall be in accordance with PAP-2801 (table 2801-2) (C=0 Sampling Plan for 1% AQL.)

ii. *Test Data.* When product performance test results, certifications, and / or operating characteristics reports are required by the SPDES engineering drawing or Order, the Seller shall provide this data with each delivery.

iii. All parts, components, and / or assemblies that are subjected to the testing or performance inspection must be clearly and legibly identified with sequential serial numbers.

iv. Contact SPDES Engineering for the Sampling Plan when it is not defined on the SPDES Drawing for Drawing Unique Test Requirements



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I. *SUPPLIER CORRECTIVE ACTION. Written Supplier Corrective Action will be required whenever the supplier is responsible for non-conformances to Order requirements. SPDES' Supply Chain department will issue a Supplier Corrective Action Request (SCAR)

specifically requesting:

- i. Root Cause of the deficiency;
- ii. Action taken to correct the deficiency; and,
- iii. Corrective Action taken to preclude recurrence.

J. RECORD RETENTION AND DOCUMENTATION REQUIREMENTS

- i. *All suppliers are required to retain all required Quality Assurance Records and Objective Quality Records, including sub-tier records, for a minimum of seven (7) years.
- ii. The required documentation must accompany all deliveries. Accurate, legible and complete documentation is essential for compliance with requirements. Missing, incomplete or incorrect documentation will be cause for rejection.
- iii. All appropriate spaces must be addressed with the applicable data or marked N/A. This however does not apply to extra spaces where there is no data required (e.g. spaces appropriated for data that exceed the applicable quantities).
- v. All entries to documentation must be made in indelible ink. Erasures, "white-out", or other obliteration of information on documentation of records is prohibited. Required corrections can be made in ink by placing a single line through the incorrect entry, add the correct information and initial and date. All entries must be legible, reproducible and neat.
- vi. Certified Suppliers shall maintain any microhardness reports. Non-certified suppliers shall provide a copy of any microhardness reports with each shipment.

K. ELECTRONIC/INK STAMP SIGNATURE GUIDELINES. Shall be in accordance with PAP-1610.

L. QUALITY SYSTEMS

- i. *Distributor Quality System* – Seller shall maintain an inspection system that ensures material supplied to Buyer conforms to the requirements specified per Buyer's purchasing document(s).
- ii. *Seller's Inspection Systems* – Seller shall maintain an inspection system that assures Buyer that all items furnished have been inspected and/or tested (prior to shipment) to conform to Buyer's drawings, specifications and procurement documents.
- iii. *Calibration System Requirements (MIL-STD-45662)* – Seller must maintain a calibration system in accordance with MIL-STD-45662 to control the accuracy of devices used to verify the acceptability of materials, equipment or services



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in the performance of this contract.

M. SOFTWARE DEVELOPMENT CONTROL

- i. *Systems Requirement* – Seller must have in place a system for the control of software developed in house or acquired from an outside source; the system shall meet the intent of MIL-Q-9856A requirements and shall be approved by Buyer SQA. The system shall assure that the software products delivered to Buyer conform to all specified requirements and that it was developed in accordance with Seller's internal procedures.
- ii. *Buyer Witness of Software Validation* – The items specified on the purchase order are subject to Validation Witness at Seller's facility by Buyer's SQA. Seller shall give Buyer at least 48 hours advance notice to permit scheduling of source witness.
- iii. *Software Records* – Seller's system shall provide procedures for the retention of records at the various stages of software development. The records shall be made available to Buyer upon request.
- iv. *Control of Programmable Devices* – Programmable devices shall be duplicated, verified and marked in accordance with PO and drawing requirements.

N. BUYER-FURNISHED MATERIAL, TOOLING, GAUGES, AND TEST EQUIPMENT

- i. Buyer-furnished tooling, gauges, test equipment or other property shall not be altered, reworked or modified without formal revision to the Purchase Order. Responsibility for the acceptability of Buyer-furnished material and property and of the end-item product(s) shall be vested in the Seller.

O. GOVERNMENT SOURCE INSPECTION (G.S.I.)

- i. The supplies listed on this Purchase Order may be subject to Government inspection. On receipt of this order, if applicable, promptly furnish a copy to the nearest Defense Supply Agency Inspection office in your locality. In the event the Government representative cannot be located, notify your Buyer immediately. The Government representative should again be notified ten(10) days in advance of the time the articles or processes are ready for inspection or test. Evidence of Government inspection must be shown on all shipping documents.

P. BUYER INSPECTION REQUIREMENTS

- i. *Source Inspection (Mechanical/Value)* – Items specified by the Purchase Order are subject to inspection at Seller's facility by Buyer's Quality Assurance prior to shipment. Seller shall give Buyer Quality Assurance a minimum of 48 hours advance notice to permit scheduling of source inspection. Evidence of acceptance by SPDES Quality Representative must accompany materials on shipment.
- ii. *Source Inspection (Test)* – Items specified by the Purchase Order may be



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subject to test or test witness at Seller's facility by Buyer's Quality Assurance prior to shipment. Seller shall give Buyer Quality Assurance a minimum of 48 hours advance notice to permit scheduling of source inspection. Evidence of acceptance by Buyer's Quality Representative must accompany materials on shipment.

- iii. *Source Surveillance* – Items specified by the Purchase Order may be subject to surveillance by the Buyer Quality Assurance. This may include review of seller's inspection system, procedures and quality/test records.

Q. FIRST ARTICLE INSPECTION

- i. *First Piece Approval* – Buyer's Quality Assurance shall approve samples of each of the items described in the Purchase Order prior to release of production quantities. The samples to be submitted shall be fabricated using the same parts, materials and processes proposed for full production. Samples will be produced in the location proposed for full production and will be accompanied by a First Article Reports demonstrating compliance to drawing and specification requirements. The number of samples to be submitted and the time of their submission to Buyer's Quality Assurance shall be specified on the Purchase Order.
- ii. *First Article Report* – First Article Inspection is required by Seller (when first buy or new revision is used) to ensure compliance to the applicable engineering drawings and specifications. The first article item(s) will include Seller's First Article Inspection Report listing recorded measurements on identified and cross-referenced first article item(s).

R. TEST REPORTS

- i. *Raw Material Chemical and Physical Test Reports Showing Actual Values* – Each Seller's shipment will include one copy of chemical and physical test reports showing actual values. Test reports shall reference showing actual test values. Test reports shall reference manufacturer's lot, batch or heat/melt number. Materials submitted per item number of this Purchase Order will originate from the same manufacturer's lot, batch or heat/melt number. If this is impractical, each individual part must be traceable to a lot, batch or heat/melt number.
- ii. *Raw Material Chemical and Physical Test Report Showing Typical Values* – With each shipment Seller shall submit one (1) copy of chemical and physical test reports showing typical test values or a Certificate of Conformance referencing the material specification as required in this Purchase Order or drawing/process requirements.
- iii. *Dimensional Inspection Report* – Seller shall submit with each shipment one (1) copy of a dimensional inspection report. The report will include the signature and title of Seller's Quality Control representative responsible for the accuracy and completeness of the report.
- iv. *Functional Test Reports* – Seller shall submit with each shipment one (1) copy



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of acceptance test data of actual results identifiable with test parameters, tolerance and products submitted. This data must include the following information:

- a. Manufacturing name and address
- b. Customer's name, address and Purchase Order number
- c. Product name and part number
- d. Date of inspection/test
- e. Quantity of parts in shipment

The test report must contain the signature and title of the authorized representative of the agency performing the test and certifying Conformance to specified requirements.

- v. *Fabrication from Buyer-Furnished Material Only* – Seller shall not substitute or dispose of Buyer-furnished material without the written authorization of Buyer's procurement. An authorized Seller representative will sign a certification statement indicating that all material used in the completion of this Buyer's Purchase Order was supplied by Buyer and that no unauthorized substitution or disposal was accomplished.
- vi. *Synthetic Rubber: Certification of Cure Date and Assembly Date* – The cure date and assembly date of synthetic rubber parts or assemblies containing synthetic rubber parts will be recorded on the certification document. Conformance to MSFC-STD-105 and MIL-STD-1523 with the following exceptions: The maximum cure date of rubber parts, when received at Buyer, shall be four (4) quarters. Assemblies with synthetic rubber parts must be received by Buyer no later than one (1) quarter after assembly quarter.

S. HOMOGENEOUS REQUIREMENTS

- i. *No Change in Design, Processing, Methods or Manufacture* – No change in design, processing, methods or manufacturing is allowed without the expressed concurrence of Buyer. Parts supplied under this requirement must be identical in all characteristics including design, processing or method of manufacture. Design changes shall include changes in materials, changes in special processing methods (plating, heat treatment, anodizing, etc.) or all changes of Suppliers or critical components or processes are not allowed.
- ii. Seller must submit formal request for any change to the appropriate Buyer in the Buyer's Supply Chain department. The change request will include a full and adequate description of the proposed change and anticipated break-in point.
Buyer shall notify seller of change request disposition. If change is concurred with by Buyer, Seller will provide the actual effective date of change and identify the affected lot.

T. QPL SEMICONDUCTOR/MICROCIRCUIT COVERED BY QML-38534, QML 38535



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- i. *Sellers/Distributors* – Lot traceability documentation and inventory control for branded electronic components are subject to review, validation and verification by an authorized Government representative. Government release of shipment is not required unless you are otherwise notified. Inspection records must be retained by Seller and may be subject to review and verification by Buyer. The Seller shall submit one (1) copy of Certificate of Conformance containing the following information:
 - a. Seller's name and address
 - b. Buyer's name, address and Purchase Order number
 - c. Quantity of devices in shipment
 - d. Statement indicating that parts shipped are covered by manufacturer's documentation
 - e. Signature of authorized Seller/Distributor representative and date transaction and supporting certification initiated.
- ii. *Manufacturers* – Manufacturer's Quality Control or inspection system and manufacturing processes are subject to review, verification and analysis by authorized Government representative. Government release of shipment is not required unless otherwise notified. The manufacturer shall submit one (1) copy of Certificate of Conformance containing:
 - a. Customer (Buyer's) name, address and Purchase Order
 - b. Device type and product assurance level
 - c. Quantity of devices in shipment
 - d. Signature of authorized manufacturer's representative and date transaction and supporting certification initiated.

U. QPL COMPONENTS OTHER THAN SEMICONDUCTORS/MICROPROCESSORS

- i. Standard Military Specification parts other than semiconductors and microprocessors manufactured under respective DoD Specifications must be obtained from manufacturers listed in the applicable QPL. The General Certificates of Compliance certify that the devices are qualified under QPL along with complete traceability back to the manufacturer.

V. HAZARDOUS MATERIAL

- i. *Mercury Free Products/Ozone Depleting Chemicals* – Product will be free of ozone depleting chemicals and not contain functional mercury or be contaminated with mercury. Seller certifies under the General Certification that material supplied under this Purchase Order number does not contain mercury or ozone depleting chemicals and that no contamination has occurred.
- ii. *Safety Data Sheet* – Seller will supply with each initial shipment of product a safety data sheet for the specified product purchased by Buyer. The Safety Data Sheet will conform to OSHA's hazard communication standard 29 CFR 1910.9200. Seller will issue a revised Safety Data Sheet in the event the original Safety Data Sheet supplied is superseded with an updated



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document.

W. INCORPORATION OF PRODUCT ASSURANCE PROCEDURE 1610

- i. PAP-1610 is hereby incorporated in its entirety, as applicable.
- ii. When applicable, PAP-1610 will be distributed to you by your Buyer.

Part III. FAR/DFARS CLAUSES

Note 5: The below listed FAR and DFARS clauses in full text (Part III.1.), are included in this Order pursuant to SPDES' procurement policies and best practices. Full text presentation is meant to emphasize respective FAR/DFARS requirements and Seller's obligation to comply. Unless the text in the clauses clearly reserves rights in the Government only, the term "Purchase Order" shall be substituted for "Government" or "Contract", "Purchaser" for "Government" or "Contracting Officer", "Seller" for "Contractor" and "Sellers Subcontractors" for "Subcontractors".

Note 6: The below listed FAR and DFARS clauses incorporated by reference (Parts III.2. & III.3.) are made part of this Order with the same force and effect as though set forth in full text. Full text of a clause may be found at <http://farsite.hill.af.mil/>

Note 7: Unless the text in the clauses listed in Supplement 1 (Part III.1.) and Supplement 2 (Part III.2.) clearly reserves rights in the Government only, the term "Purchase Order" shall be substituted for "Government" or "Contract", "Purchaser" for "Government" or "Contracting Officer", "Seller" for "Contractor" and "Sellers Subcontractors" for "Subcontractors".

Note 8: Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR/ DFARS, Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Seller's obligation to contact SPDES regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

III. FULL TEXT FAR/DFARS CLAUSES

The latest revision of L3HARRIS TECHNOLOGIES, INC. GENERAL TERMS AND CONDITIONS AND FLOWDOWN CLAUSES FOR THE PURCHASE OF NON-COMMERCIAL ITEMS AND SERVICES UNDER A U.S. GOVERNMENT CONTRACT (APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS) LGL50.F1 is incorporated by reference and made part of this order with the same force and effects as if set forth in full text herein. The aforementioned documents can be located at <https://www.l3harris.com/supply-chain>.

III.ADDITIONAL FAR/DFAR CLAUSES – INCORPORATED BY REFERENCE



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A. FAR

- 52.208-8 Required Sources for Helium and Helium Usage Data
- 52.216-5 Price Redetermination—Prospective.
- 52.216-6 Price Redetermination—Retroactive.
- 52.216-16 Incentive Price Revision—Firm Target.
- 52.216-17 Incentive Price Revision—Successive Targets.
- 52.229-8 Taxes—Foreign Cost-Reimbursement Contracts.
- 52.229-9 Taxes—Cost-Reimbursement Contracts with Foreign Governments.
- 52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements.
- 52.222-53 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements.
- 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.
- 52.227-13 Patent Rights—Ownership by the Government.
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors.
- 52.237-7 Indemnification and Medical Liability Insurance.
- 52.244-6 Subcontracts for Commercial Items.
- 52.246-7 Inspection of Research and Development—Fixed-Price.
- 52.246-8 Inspection of Research and Development—Cost-Reimbursement.
- 52.246-9 Inspection of Research and Development (Short Form).

B. DFARS

- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials.

- 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor’s Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.
- 252.215-7004 Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation.
- 252.237-7010 Facility Requirements.
- 252.217-7012 Liability and Insurance.
- 252.225-7052 Restriction on Acquisition of Certain Magnets, Tantalum, and Tungsten (applies to Orders expected to exceed the simplified acquisition threshold)
- 252.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (applies if clause is included in the prime contract)
- 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (applies if clause is included in the prime contract)

III.PRIVITY OF CONTRACT



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Subcontractors operating under Prime Contractors on a Government contract cannot bring a claim against the Government unless the following applies:

1. The Subcontractor is in contractual privity with the Government; or
2. The Subcontractor is an intentional third-party beneficiary of the Prime Contractor's Agreement with the Government