

Addendum 2 (USRA Form (9B-2) USRA Terms and Conditions – Commercial items Under US Government Contract

I. The following clauses in the USRA Purchase Order Terms and Conditions (From 90B) are hereby modified as follows:

Changes: (a) Buyer's purchasing representatives may, at any time, by written order, without notice to any surety, make changes or additions within the general scope of this purchase order in any one or more of the following: (1) drawings designs, statement of work or specifications; (2) method of shipment or packing; (3) place of inspection, delivery or acceptance; (4) quantities, where reasonable; (5) delivery schedule, where reasonable, and (6) the amount of buyer furnished property. (b) If any such change causes an increase or decrease in the cost of or the time required for, performance of this purchase order, whether changed or not changed by any such written order, Seller shall notify Buyer in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance or both, by written modification of this purchase order. Any claim by seller for such adjustment must be asserted within fifteen (15) days, or any such other period as may be agreed on in writing by the parties, after seller's receipt of notice of the change. Nothing contained in this paragraph shall excuse seller from proceeding with the contract as changed.

Termination for Convenience:

Without limiting Buyer's right to cancel this order for default of seller, Buyer may terminate all or any part of the work under this order and process Seller's claims therefore in accordance with the provisions of the Termination Clause set forth in 48 C.F.R. 52.249-2 of the Federal Acquisition Regulations as in effect on the date of this order. Where necessary to make this FAR part applicable to this purchase order, "Contractor " shall mean "Seller", Contracting Officer " shall mean "Buyer" and "Government:" shall mean "Buyer" or "the Government". In paragraph (e) of 52.249-2, change "1 year" to "6 months or any extension thereto agreed to by both parties".

Termination for Cause:

Add the following to the clause of this name in USRA Form 9B: "Subparagraphs (a), (d) (e) and (f) of FAR 48 C.F.R. 52.249-8 as in effect on the date of this Purchase Order shall apply to this Purchase Order."

II. The following clauses are added: All of the reference are to Title 48 of the Code of Federal Regulations.

Definitions

The clause at FAR 52.202-1 Definitions is incorporated herein by reference.

52.211-15 Defense Priority and Allocation Requirements (If PO face sheet indicates this is a rated order)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

III. In addition, the following additional terms set forth in the FAR in effect as of the date of the prime contract or higher tier subcontract are hereby incorporated into this purchase order. In all clauses listed herein, the terms "Government" "Contracting Officer" and "Contractor" shall be revised to suitably identify the contracting parties herein and effect the proper intent of the clause except as further modified or clarified below. However, the words "Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can only be performed or granted by the US Government or the prime Contracting Officer or a duly authorized representative of the Government and when title to property is to be directly transferred to the Government. "Subcontractor" shall mean "Seller's subcontractor" under this Purchase Order. The listed FAR clauses are incorporated herein:

(a) All Orders:

52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (if USRA's prime and subcontract are funded under the American Reinvestment and Recovery Act (ARRA))

52.219-8, Utilization of Small Business Concerns (in all subcontracts that offer further subcontracting opportunities)

52.222-26 Equal Opportunity

52.222-50, Combating Trafficking in Persons

52.225-26, Contractors Performing Private Security Functions Outside the United States

52.227-1, Authorization and Consent

52.232-40, Providing Accelerated Payments to Small Business Subcontractors

52.247-64 Preference for Privately Owned U.S. Flag Commercial Vehicles (Except for subparagraph (e) (4))

(b) Orders of \$10,000 and Greater:

52.222-40, Notification of Employee Rights Under the National Labor Relations Act

(c) Orders of \$15,000 and Greater:

52.222-36 Affirmative Action for Workers with Disabilities

(d) Orders of \$100,000 and Greater:

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans

(e) Orders of \$5 Million and Greater (and has a period of performance of more than 120 days)

52.203-13, Contractor Code of Business Ethics and Conduct