

SUPPLEMENTAL PURCHASE ORDER PROVISIONS UNDER U.S. GOVERNMENT CONTRACTS

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ADDITIONAL GOVERNMENT PROVISIONS. If the face of this order indicates that it is placed under a Government prime or higher tier subcontract or purchase order or does not indicate that it is placed under a commercial contract, the following provisions are applicable to this order to the extent provided herein. As used therein, "FAR" shall mean the Federal Acquisition Regulations, "DFARS" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation, "NASA" shall mean the National Aeronautics and Space Administration, "NASAFARS" shall mean the NASA Supplement to the Federal Acquisition Regulations, "DOE" shall mean the Department of Energy, "DEAR" shall mean the DOE Supplement to the Federal Acquisition Regulations, "DOT" shall mean the Department of Transportation, "TAR" shall mean the DOT Supplement to the Federal Acquisition Regulations. Government contract clauses incorporated by reference are those in effect on the date of this purchase order or in the latest Government prime contract under which this order is a subcontract; however, if Buyer does not enter into a contract with its customer until after the date of this order, such clauses are those in effect on the date of this order and Seller agrees to comply with any revised versions of the Government contract clauses cited that are set forth in Buyer's contract with its customer. The Government clauses are the FAR and DFARS clauses cited unless the Government contract number on the face of this order indicates that this order is placed under a NASA, DOE or DOT prime or higher tier subcontract, in which event the FAR and NASAFARS DEAR or TAR clauses indicated below, respectively, are applicable. In all such clauses, unless otherwise specified, "this contract" shall mean this order, "Contractor" shall mean Seller, "Contracting Officer" shall mean Buyer, "Government" shall include Buyer to the extent necessary to enable Buyer to administer this order and to perform its obligations under its Government prime contract or higher tier subcontract, and "subcontract(s)" and "subcontractor(s)" shall mean Seller's lower tier subcontract(s) and subcontractor(s), respectively.

A. **COMMERCIAL ITEM/SERVICES PROCUREMENTS.** If the items and/or services being procured under this order meet the definition of commercial item found in FAR 2.101, then only the following FAR clauses will apply to this order.

CLAUSE TITLE	FAR REFERENCE	APPLICABILITY
Equal Opportunity	52.222-26	All
Affirmative Action for Special and Vietnam Era Disabled Veterans	52.222-35	If this order exceeds \$10,000
Affirmative Action for Handicapped Workers	52.222-36	If this order exceeds \$2,500. Paragraph (b) (2) is revised to delete "and provided by or through the Contracting Officer" and "Insert" and provided upon request by the Contracting Officer through the Buyer's Purchasing Representative".
Protest after Award	52.233-3	All Substitute "Buyer" for "Contracting Officer" and Government" and "Seller" for Contractor".
Buy American Act - Supplies	52.225-3	All orders where the items being procured will be delivered as end item to the U.S. Government.
Buy American Act - Trade delivered/Agreements- Balance of Payments program Programs	52.225-9	All orders where the items being procured will be as end item to the U.S. Government.
European Union Sanctions for End Products	52.225-18	All orders where the items being procured will be delivered to the U.S. Government.
European Union sanctions for Services	52.225-19	All orders where the items being procured will be delivered as end items to the U.S. Government
Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program	52.225-21	All orders where the items being procured will be delivered as end items to the U.S. Government

B. GOVERNMENT CONTRACT CLAUSES.

1. The following FAR Provisions are incorporated herein by reference as applicable unless otherwise stated on the face of this purchase order:

Covenant against Contingent Fees	52.203-5	all
Restrictions on Subcontractor Sales To the Government	52.203-6	If this order exceeds \$100,000, subject to Articles 3 and 4 of the General Provisions of this order
Anti-Kickback Procedures	52.203-7	If this order exceeds 100,000, except that Paragraph (C) (2) is amended by adding the following sentence: "Unless otherwise Prohibited by law, Seller shall notify Buyer's Purchasing Representative Whenever such a report has been made." And by revising paragraph (C) (4) by deleting" The Contracting Officer may" and inserting "To the extent that the Contracting Officer has effected an offset at the prime contract level or has directed the buyer to withhold any sum from the Seller, Buyer may"
Requirement for Certificate of Procurement Integrity-Modifications	52.203-9	All
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	If this order exceeds \$100,000
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	If this order exceeds \$100,000

CLAUSE TITLE	FAR REFERENCE	APPLICABILITY
Security Requirements	52.204-2	If this order involves access to classified information.
Required Sources for Jewel Bearings and Related items	52.208-1	All. Paragraph (d) is revised by deleting "contract administration office cognizant of this contract" and inserting "Buyer's Purchasing Representative."
Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.209-6	If this order exceeds \$25,000
Organizational Conflicts of Interest Certificate - Marketing Consultants	52.209-7	All
New Materials	52.211-5	All
Other Than New Material, Residual Inventory, and Former Government Surplus Property	52.211-7	All
Defense Priority and Allocation Requirements	52.212-8	If this order is placed under a DOD prime or subcontract.
Audit-Negotiation	52.215-2	If this order exceeds \$100,000
Integrity of Unit Prices	52.215-26 & ALTERNATE 1	All; Delete Paragraph (C)
Termination of Defined Benefit Pension Plans	52.215-27	All
Waiver of Facilities Capital Cost of Money	52.215-31	All
Reversion or Adjustment of Plans For Postretirement Benefits Other Than Pensions (PRB)	52.215-39	If FAR 52.215-22 is included in this order.
Utilization of Small, Small Disadvantaged And Woman-owned Small Business Concerns	52.219-8	All
Small Business, Small Disadvantaged and Woman-owned Small business Subcontracting Plan	52.219-9	If this order exceeds \$500,000
Convict Labor	52.222-3	All
Walsh-Healey Public Contracts Act	52.222-20	All
Certification of Nonsegregated Facilities	52.222-21	if this order exceeds 410,000
Equal Opportunity	52.222-26	All
Affirmative Action for Special Disabled and Vietnam Era Veterans	52.222-35	If the value of this order is \$10,000 or more
Affirmative Action for Handicapped Workers	52.222-36	If this order exceeds \$2,500
Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	52.222-37	If the value of this order is \$10,000 or more
Hazardous Material Identification And Material Safety Data	52.223-3 & ALTERNATE 1	All
Notice of Radioactive Materials	52.223-7	All
Privacy Act	52.224-2	If this order involves the design, Development or operation of a system of records on individuals.
Buy American Act- Supplies	52.225-3	When this order is for an end item to be Delivered to the U.S. Government, except orders placed under a DOD prime or lower tier contract.
Balance of Payment Program	52.225-7	All except orders placed under a DOD Prime or higher tier contract
Duty Free Entry	52.225-10	All
Restrictions on Certain foreign Purchases	52.225-11	All
Utilization of Indian Organizations And Indian-Owned Economic Enterprises	52.226-1	If this order is exceeds \$500,000
Authorization and Consent	52.227-1	If this order exceeds \$5,000 and this Clause is included in the prime or higher tier Contract under which is a Subcontract.

<u>CLAUSE TITLE</u>	<u>FAR REFERENCE</u>	<u>APPLICABILITY</u>	<u>CLAUSE TITLE</u>	<u>FAR REFERENCE</u>	<u>APPLICABILITY</u>
Notice and Assisting Regarding	52.227-2	If this order exceeds \$25,00	Safety Precautions for Ammunition And Explosives	252.223-7002	All
Refund of royalties	52.227-9	If amount of royalties report by Seller during negotiations exceeds \$250.	Buy American Act and Balance of Payments Pro gram	252.225-7001	In lieu of FAR 52.225-3 and 52.227-7 if
Filing of Patent Applications Classified Subject Matter	52.227-10	All	Qualifying Country Sources as Subcontractors	252.225-7002	All
Rights in Data-General	52.227-14	If this order is placed under a government contract or Contract or subcontract other than DoD contracts and subcontracts.	Duty-Free Entry-Qualifying Country End Products and Supplies	252.225-7009	All
Additional Data Requirements	52.227-19	If this order is placed under a Government contract or Subcontract other than DoD, NASA or Doe contracts and subcontracts	Duty Free Entry – Additional Provisions	252.225-7010	All
Commercial Computer Software	52.227-19	If this order is placed under a Government-Restricted Rights contract or subcontract .Other than DOD contracts and Subcontracts.	Preference For Certain Domestic Commodities	252.225-7012	All
Worker's Compensation Insurance (Defense Base Act)	52.228-3	If this order is to be performed outside the United States	Preference for Domestic Specialty Metals	252.225-7014 & ALTERNATE 1	All
Worker's Compensation and War-hazard Insurance Overseas	52.228-4	If this order is to be performed outside the United States	Preference for Domestic Hand or Measuring Tools	252.225-7015	If hand or measuring tools will be delivered under this order.
Insurance-Work on Government Installation	52.228-5	If this order involves work on a Government installation.	Preference for United States and Canadian V alves and Machine Tools.	252.225-7017	If valves or machine tools will be delivered under this order..
Federal, State, and Local Taxes	52.229-3	All	Restriction on Acquisition of Polyacrylonitrile (PAN) based Carbon Fiber	252.225-7022	All
Interest	52.232-17	All	Restriction on Acquisition of Night Vision Image Intensifier Tuber and Devices	252.225-7024	All
Protest After Award	52.233-3	All	Foreign source Restrictions	252.225-7025	All
Restrictions on Severance Payments to Foreign Nationals	52.237-8	All	Reporting of Contract Performance Outside the United States This is a first tier subcontract	252.225-7026	If this order exceeds \$100,000 and buyer advises Seller that this is a first tier subcontract.
Change Order Accounting	52.243-6	All	Exclusionary Policies and Practices Of Foreign Government	252.225-7028	All
Notification of Changes	52.243-7	If this order exceeds \$1,000,000	Rights in Technical data- Noncommercial items	252.227-7013	If this order includes delivery of technical data for a Noncommercial item, component or process
Special Tooling	52.245-17	If this order requires Seller to acquire special tooling the cost of which is included in the order price and this order price does not identify such special tooling. As used in this clause, "Government " shall mean "Buyer".	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014	If this order includes delivery of noncommercial software and related data.
Special Test Equipment	52.245-18	In the order price and this order does not identify such special tooling. As used in this clause, "Government"" shall mean "Buyer" If this order requires Seller to acquire or fabricate special test equipment as defined in paragraph (a) of the referenced clause but does not specify the items to be acquired or fabricated. As used in this clause, "Government " shall mean "Buyer".	Technical Data-Commercial Items	252.227-7015	If this order includes delivery of technical data for a commercial item, component, or process.
Preference for U.S. Flag Air Carriers	52.247-63	All	Identification and Assertion of Use, Release, Disclosure Restrictions	252.227-7017	If this order includes delivery of technical data or software
Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64 & ALTERNATE 1	All	Validation of Asserted Restrictions- Computer Software	252.227-7019	If this order includes delivery of software
Value Engineering	52.248-1	If this order is for \$100,000 or more	Limitations on the Use or Disclosure Of Government-Furnished Information marked with Restrictive Legends	252.227-7025	If this order includes delivery of technical data or software
2. In addition, the following DFARS clauses are incorporated herein by reference as applicable if the face of this order indicates it is placed under a prime or higher tier contract with a component of the Department of Defense, or indicates that it is placed under a U.S. Government prime or higher tier contract and does not identify the Government agency which issued the prime contract.			Deferred Delivery of Technical data Or Computer service	252.227-7026	If this order includes delivery of technical data or software
Special Prohibition on Employment	252.203-7001	If this order exceeds \$25,000	Deferred Ordering of Technical Data or Computer Software	252.227-7027	If this order includes delivery of technical data or software
Disclosure of Information	252.204-7000	All	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028	If this order includes delivery of technical data or software
Control of Government Personnel Work Product	252.204-7003	All	Certification of Technical Data Conformity	252.227-7036	If this order includes delivery of technical data.
Acquisition from Subcontractors Subject to On-Site Inspection Under the IntermediateRange Nuclear Force (NG) Treaty	252.209-7000	If this order exceeds \$25,000	Validation of Restrictive Markings On Technical Data	252.227-7037	If this order includes delivery of technical data.
Pricing Adjustments	252.215-7000	All	Accident Reporting and Investigation involving Aircraft Missiles and Space Launch Vehicles	252.228-7005	All
Small, Small Disadvantaged and Woman Owned Small Business Subcontracting Plan (DoD Contracts)	252.219-7003		Supplemental Cost Principles	252.231-7000	All
Notice of Evaluation Preference for Small Disadvantaged business Concerns Construction Acquisitions-test program	252.219-7008				

<u>CLAUSE TITLE</u>	<u>FAR REFERENCE</u>	<u>APPLICABILITY</u>
Frequency Authorization	252.235-7003	If radio frequency authorization required
Material Management and Accounting System	252.242-7004	If seller meets the requirements of this clause
Engineering Change Proposals	252.243-7000	All
Warranty of Data	252.246-7001	All
Transportation of Supplies by Sea	252.247-7023	If this order exceeds \$25,000
Notification of Transportation of Supplies by Sea	252.247-7024	If this order exceeds \$25,000
Notification of Substantial Impact on Employment	252.249-7001	If this order exceeds \$500,000
3. In addition, if this order is placed under a prime or higher tier contract with NASA, the following NASAFARS clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order:		
Report on NASA Subcontracts	1852.204-70	If this order exceeds \$100,000
Use of Rural Area Small Businesses	1852.219-74	All
Safety and Health	1852.223-70	If the value of this order exceeds \$1,000,000 or this order involves the use of Hazardous materials or operations..
Frequency Authorization	1852.223-71	All
Potentially Hazardous Items	1852.223-72	This clause is applicable if Buyer advises Seller that any of the items under this order have been designated as potentially hazardous..
NASA Domestic Preference	1852.225-75	Seller shall notify Buyer if its deliverable end products do not comply with the requirements of this clause
Rights in Data-General	1852.227-14	If this order includes delivery of technical data or software
Commercial Computer Software-Restricted Rights	1852.227-19	If this order includes delivery of technical data or software
Engineering Change Proposals	1852.243-70	All
Geographic Participation in Aerospace Program	1852.244-70	If this order exceeds \$100,000
Financial Reporting of Government-Owned/Contractor-Held Property	1852.245-73	This clause is applicable if this order is a first tier subcontract
Compliance with NASA FAR Supplement	1852.252-70	ALL
4. In addition, if this order is placed under a prime or higher tier contract with DOE, the following DEAR clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order.		
Security	952.204-2	All
Classification	952.204-70	All
Sensitive Foreign Nations Controls	952.204-71	All
Foreign Ownership, Control, or Influence over Contractor	952.204-74	If this order involves access to classified information or special nuclear material.
Printing	952.208-70	All
Organizational Conflicts of Interest-General	952.209-71	All
Priorities and Allocations (Atomic Energy)	952.211-71	If this order is in support of an authorized DOE atomic energy program.
Priorities and Allocations (Domestic Energy Supplies)	952.211-71 ALTERNATE 1	If this order is in support of a program to maximize the domestic energy reserves.
Small Business and Small Disadvantaged Business Subcontracting Plan	952.219-9	If this order exceeds \$500,000
Additional Technical Data Requirements	952.227-73	If this order is for research, development, or demonstration work.
Rights in Technical Data-Long Form	952.227-75	If this order includes the delivery of technical data or software

<u>CLAUSE TITLE</u>	<u>FAR REFERENCE</u>	<u>APPLICABILITY</u>
Government Property (Fixed Price Contracts)	952.245-2	All
5. In addition, If this order is placed under a prime or higher tier contract with DOT, the following TAR clauses are incorporated herein by reference as applicable unless otherwise provided on the face of this order.		
Disclosure of Conflicts of Interest	1252.209-70	All
Notice of Delay	1252.212-71	All
Accident and Fire Reporting	1252.223-71	All
Recoupment of Development Costs	1252.235-71	If this order is for design development, research test or experimental work valued at \$1,000,000 or more and is for a product to be delivered.

C. SPECIAL LABOR PROVISIONS. The following clauses are incorporated herein by reference to the extend they are included in Buyer's prime or higher tier subcontract under which this order is placed.

1. SERVICE CONTRACT ACT OF 1965, FAR 52,222-41 (or TAR 52,222-75 if this order is issued under a DOT prime or higher tier contract). As used therein, "Contractor" shall mean Seller except in the term "Government Prime Contractor".

2. CONTRACTOR WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION – GENERAL, FAR 52,222-4. As used therein, "Contractor" shall mean Seller except in the term "Government Prime Contractor. "Buyer reserves the right to withhold out of monies payable to Seller an amount equal to that withheld by the Contracting Officer under the Buyer's prime of higher tier subcontract pursuant to the "Withholding of Funds" clause for any liabilities, acts or omissions of Seller or its Subcontractor(s).

D. COST OR PRICING DATA. If the Seller is required to furnish a Certificate of Current Cost or Pricing Data substantially in conformance with the form prescribed in FAR Subsection 15.804-4 in connection with the pricing of this order or any change thereto or modification thereof, the following FAR clauses are incorporated herein by reference: PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA, FAR 52.215-22; PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS, FAR 52.215-23; SUBCONTRACTOR COST OR PRICING DATA, FAR 52.215-24; SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS, FAR 52.215-25.

In addition, upon request by Buyer's personnel, Seller agrees to disclose complete, accurate and current cost or pricing data to Buyer in support and prior to the conclusion of Buyer's negotiations with the U.S. Government if this order is issued under a U.S. Government prime contract and the Truth in Negotiations Act requires disclosure of Seller's cost or pricing data prior to the agreement on the order without regard to the date on which Seller and Buyer enter into this order. Seller agrees to furnish and require its lower tier subcontractors to furnish cost or pricing data as defined in the FAR on a Standard Form 1411 or other form prescribed by Buyer and a Certificate of Current Cost or Pricing Data substantially in conformance with the form set forth in FAR Subsection 15.804-4 in connection with the pricing of any change to or modification of this order if required by Buyer. Seller agrees to indemnify and hold Buyer harmless from and against any loss or damage Buyer may incur which arises out of result from any failure of Seller or Seller's actual or prospective subcontractors or vendors, at whatever level, to comply with any of the foregoing provisions.

E. COST ACCOUNTING STANDARDS. Unless the face of this order indicates it is exempt from Cost Accounting Standards provisions, the following provisions apply:

1. Seller shall comply with the provisions of FAR clause 52.230-3 "Cost Accounting Standards," (excluding subparagraph (b) thereof), incorporated herein by reference or, if the face of this order so indicates, FAR clause 52.230-3, "Disclosure and Consistency of Cost Accounting Practices," (excluding subparagraph (b) thereof), hereby incorporated herein by reference; provided, however, that, in lieu of submission of a Disclosure Statement to Buyer as may be required by either of said clauses, Seller may, as appropriate, submit a Certificate of Previously Submitted Disclosure Statement or a Certificate of Submittal of Disclosure Statement Containing Privilege Information as contained in Buyer's form approved for that purpose.

2. Seller shall comply with the provision of FAR clause 52.230-5 "Administration of Cost Accounting Standards," hereby incorporated herein by reference.

3. As used herein and in the clause incorporated herein by reference, the Cost Accounting Standards applicable shall be those in effect on the date of this order or the date of final agreement on price as shown on Seller's Certificate of Current Cost or Pricing Data", if applicable.

4. In the event the Government Contracting Officer if the prime contract under which this order is issued determines that the Government incurred any increased costs under the prime contract because Seller or a lower tier

subcontractor failed to comply with an applicable Cost Accounting Standard, rule or regulation of the Cost Accounting Standards Board or any other provision of this Cost Standards clause, and, as a result, the prime contract price or the price of this order is reduced pursuant to the Cost Accounting Standards clause in the prime contract, or, where the prime contract is on other than a firm fixed price basis, if the price of this order is disallowed in whole or in part, then the price of this order shall be appropriately reduced and this order shall be modified in writing as may be necessary to reflect such reduction.

5. Seller agrees to indemnify and save Buyer harmless from and against any loss, damage, liability or expenses caused by any failure of Seller's lower tier subcontractors or vendors to comply with any of the foregoing provisions.
- F. PATENT CLAUSES. If this order contemplates or has a one of its purposes experimental developmental, research, design or engineering work, the following clauses set forth in the indicated Subsections of the FAR and the NASAFARS are, to the extent that such clauses are included in Buyer's prime or higher tier subcontract under which this order is placed, incorporated herein by reference: PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT, FAR 52.227-13; PATENT RIGHTS-RETENTION BY CONTRACTOR (LONG FORM), FAR 52.227-12; PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) FAR 52.227-11; PATENTS-SUBCONTRACTORS, DFARS 252.227-7034; NEW TECHNOLOGY, NASAFARS 1852.227-70; PATENT RIGHTS-RETENTION BY THE CONTRACTOR, NASAFARS 1852.227-11; DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE, NASAFARS 152.227-72.
- G. CLEAN AIR AND WATER. Seller shall comply with the provisions of FAR clause 52.223-2 if this order is over \$100,000 or is indefinite quantity and expected to exceed \$100,000, or if Seller's facility to be used in connection with this order has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857 c-8 © (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 © and is listed by the EPA, or this order is not otherwise exempt. Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense (including reasonable attorney's fees), or liability resulting from any failure of the Seller or his tier subcontractors to comply therewith.
- K. the extent that the law referred to in the foregoing sentence is not determinative of an issue arising out of the provisions of this order, recourse shall be the law of the state wherein Buyer's place issuing this order is located.

- H. CERTIFICATION OF CLAIMS. Seller shall provide a certified of any claim or request for adjustment submitted by it that forms the basis of a claim or request for adjustment submitted to the Government or Buyer's customer by the Buyer, Sellers certification shall be in the form and signed by the appropriate official of the Seller as set forth in the "Disputes" clause, FAR 52.233-1, and/or the "Certification of Requests for Adjustment or Relief Exceeding \$100,000". DFAS 252.233-7000, as directed by the Buyer, Seller's shall provide such certification upon request by the Buyer for any such claim or request for adjustment regardless of the value thereof, Seller shall indemnify and hold harmless the Buyer for any liability or reduction in Buyer's claim or request for adjustment to its customer resulting from any false or fraudulent statement or certification submitted by Seller in connection with this order.

I. PROCUREMENT CERTIFICATIONS

1. By acceptance and performance of this order, Seller agrees that it shall be deemed to have submitted the certification required in Paragraph (b) of FAR 52.203-11, "Certification and Disclosure Regarding Payments to influence Certain Federal Transactions" which is incorporated by reference in Paragraph A.1, above.
 2. By acceptance and performance of this order, Seller certifies that, except as previously disclosed in writing to Buyer's Representative executing this order, neither Seller or its principals is presently debarred, suspended or under consideration for debarment by the Federal Government.
 3. If any of the above certifications shall cease to be correct and accurate at any time during performance of this order, Seller shall immediately notify the Buyer's Purchasing Representative having cognizance over this order. Seller agrees that any failure to accurately certify, or any adverse change in such certification shall be grounds for terminating this order for Seller's default. Seller agrees to indemnify and hold harmless Buyer for any losses, damages, fines or penalties imposed as the result of any of the above certifications being false.
- J. APPLICABILITY OF FEDERAL PROCUREMENT LAW. This order shall be governed by and construed in accordance with the law of U.S. Government contracts as set forth by statute and applicable regulations, and by decisions by appropriate courts and Boards of Contract Appeals. To