



R2C-PUR-A-605  
REVISION: 01  
JULY 29, 2022

## **R2C, INC. SPECIAL PURCHASE ORDER REQUIREMENTS**

### **Reference R2C-inc.com, Vendor Information**

**1.0** *This Agreement supersedes all prior proposals, negotiations, representations, agreements and understandings between the parties, including those contained in any confidentiality agreements, and all terms and conditions contained in any Seller-provided documentation, and constitutes the complete and exclusive agreement between Seller and R2C, Inc. regarding the subject matter hereof, and the Seller acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of R2C, Inc. which is not set out in this Agreement. Any reference to a purchase order or similar documentation on an invoice or other acceptance thereof is solely for Seller's convenience in record keeping, and no such reference or the provision of Services to R2C, Inc. shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such quotation or other Customer-provided documentation. Any such associated terms and conditions shall be of no force and effect and shall not in any way be deemed to amend, modify, supersede, alter or supplement this Agreement."*

### **2.0 All Purchase Orders/Subcontracts**

*"Partial shipments are not acceptable unless approved in writing by the Purchasing Representative whose name appears on this Purchase Order/Subcontract."*

### **3.0 Debarred/Suspended Certification (FAR 52.209-6). Applies to all Purchase Orders exceeding \$35,000.**

*"By accepting, performance of, or signing this Purchase Order, the Subcontractor/Seller is certifying that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal Agency as of this Purchase Order date."*

### **4.0 DPAS Rated Contracts – Applies to all Purchase Orders exceeding \$75,000:**

*"This is a rated contract certified for National Defense, Emergency Preparedness, and Energy Program use, and the Subcontractor/Seller shall follow all the requirements of the Defense Priorities and Allocations System (DPAS 15 CFR 700).*



R2C-PUR-A-605  
REVISION: 01  
JULY 29, 2022

**5.0**      Limitation on Payments to Influence Certain Federal Transactions  
(FAR 52.203-12.  
Applies to all Purchase Orders exceeding \$150,000.

*“By accepting, performance of, or signing this document, the Subcontractor/Seller is certifying that to the best of his/her knowledge and belief that as of the date of execution of this document No Federal funds have been paid or will be paid to any person for influencing or attempting to influence any officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.”*

**6.0      Contract Direction.:**

*“Only the R2C, Inc. Purchasing Representative has authority to make changes in, to amend, or to modify this contract. Such changes, amendments, modifications shall be in writing and acknowledged by both parties.”*

**7.0      New Material:**

*“Unless authorized in writing by R2C, Inc. Procurement Representative, all work to be delivered hereunder shall consist of new materials. Materials shall not be used, or reconditioned, re-manufactured or of such age as to impair its usefulness or safety.”*

**8.0      Disputes and Claims**

*“In no event shall the Subcontractor/Seller acquire any direct claim or direct course of action against the United States Government. All disputes and/or claims under this Subcontract/Purchase Order involving the Federal Government shall be under Federal Law in Federal Courts.”*

**9.0      Purchase Order Acceptance** - All Purchase Orders require written acceptance by the Subcontractor/Seller. Written Acceptance of this Purchase Order is required within 10 days of receipt by Seller. Electronic response is acceptable.”

**10.0      Alabama Sales and Use Tax Exemption:**

*Seller recognizes that Purchaser will be treated as a tax-exempt entity, and Purchaser will provide Seller with its Tax Exemption Certificate upon request. All invoices of Seller*



R2C-PUR-A-605  
REVISION: 01  
JULY 29, 2022

*to Purchaser shall exclude taxes that are excludable under Purchaser's tax-exempt status."*

**11.0 U. S. Export Laws and Regulations:**

*"Information furnished to supplier under this purchase/order may contain technical data subject to U.S Export Laws and Regulations. Supplier is advised that such data may not be transferred, delivered, or otherwise exported or re-exported to foreign persons or foreign entities without prior written consent of R2C, Inc. and without obtaining necessary export licenses or applicable licenses exemptions. Supplier shall indemnify and hold R2C, Inc. harmless from and against any and all claims, liabilities, and expenses resulting from Supplier's failure to comply with the export laws and regulations of the United States."*

**12.0 Mail all invoices to R2C, Inc., Attn: Accounts Payable, 200 Clinton Avenue, Suite 400, Huntsville, AL 35801, or Email [ap@r2c-inc.com](mailto:ap@r2c-inc.com).**

All invoices, packing lists, and correspondence shall reference this purchase order number. Shipments not referencing the appropriate purchase order number may be refused.

**13.0 Document, R2C-PUR-A-600, Non-Commercial Items/Services Federal Acquisition Regulation (FAR) and Federal Acquisition Regulation Supplement (DFARS) flow down clauses, incorporated herein by reference. Applies to all Purchase Orders for Non-Commercial Items/Services. (Reference R2C-inc.com Vendor Information.)**

**14.0 Document R2C-PUR-A-601 R2C, Inc. General Purchase Order/Subcontract Terms and Conditions Non-Commercial Items, incorporated herein by reference. Applies to all Purchase Orders/Subcontracts for Non-Commercial Items/Services. Reference R2C-inc.com, Vendor Information.**

**15.0 Document, R2C-PUR-A-602, Commercial Federal Acquisition (FAR) and Defense Federal Acquisition Regulations (DFARS) Flow down Clauses, incorporated herein by reference. Applies to all Purchase Orders for Commercial Items/Services. Reference: R2C-inc.com, Vendor Information.**

**16.0 Document, R2C-PUR-A-604, Commercial Terms and Conditions.**  
Applies if Purchase Order is for Commercial Items of Services. (Reference R2C-inc.com, Vendor Information).

**17.0 Defense Priority and Allocation Requirement (Sep 1990).**

"This is a rated order certified for national defense, emergency preparedness, and energy program use, and the subcontractor shall follow all the requirements of the



R2C-PUR-A-605  
REVISION: 01  
JULY 29, 2022

Defense Priorities and Allocations System regulation (15 CFR 700). By acceptance of this contractual document, subcontractor acknowledges that this is a DPAS Rated order *and agrees to follow all the requirements of the DPAS System.*”

#### **18.0 Electronic Parts and Electronic Assemblies.**

*“By accepting and shipping the requirements under this order, the Seller warrants that Counterfeit Supplies were not supplied to Purchaser or installed in Purchaser’s products, to the best of Seller’s knowledge and belief. Seller further warrants that only new, unused, authentic, genuine, and legitimate items were part of the supplies supplied to Purchaser.”*

#### **19.0 Buy America Requirements:**

*“By accepting, performing under, or signing this subcontract/purchase order document, Subcontractor/Supplier certifies that products to be delivered under this contract instrument meets the guidelines established under the Buy America Act. The offeror shall list as foreign end products those end products that do not qualify as domestic end products, i.e., an end product that is not a Commercially Available off the Shelf (COTS) item.”*

#### **20.0 Restriction on Acquisition of Certain Articles Containing Specialty Metals.** DFARS clauses 252.255-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals and 252.225-7008 are incorporated herein by reference and made a part hereof.

#### **21.0 Delivery is of the Essence:**

*“Late Delivery - Time is of the essence with respect to all deliveries and performance under this Purchase Order. If Supplier is unable to deliver product orders to R2C, Inc. on the Delivery Date specified in the Purchase Order, Supplier shall notify the R2C, Inc. Buyer within forty-eight (48) hours of Supplier’s knowledge of late delivery, providing reasons for late delivery and the recovery date. If the parties cannot agree on a revised Delivery Date to support R2C, Inc.’s requirements, R2C, Inc. has the rights to cancel the Purchase Order without penalty.”*

#### **22.0 Certifications and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) Anti-Lobbying requirement).** Applicable if Purchase Order/Subcontract exceeds \$150,000.



R2C-PUR-A-605  
REVISION: 01  
JULY 29, 2022

*“The offeror, by accepting, performance of, or signing this Purchase Order, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.”*

**23. 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING:**

“Offeror certifies that it is in compliance with DFARS 252.204-7012, Safeguarding Covered Information and Cyber Incident Reporting and has a Cyber Security Plan in place that meets the requirements of National Institute of Standards and Technology (NIST) Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations.

*(i) Offeror certifies that it will notify R2C, Inc. (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and*

*(ii) Provide the incident report number, automatically assigned by DoD, to R2C, Inc. (or next higher-tier subcontractor) as soon as practicable, when reporting a [cyber incident](#) to DoD as required in paragraph (c) of this referenced clause.”*

**END OF DOCUMENT**