

**PURCHASE ORDER ATTACHMENT T-ACM WSS (95)  
(August 1997)**

**This attachment is designed for use under Prime Solicitation: F33657-95-C-0902**

The following provisions are added to and made a part of the Purchase Order General Provisions effective for this Purchase Order:

1. The following FAR and FAR Supplement clauses (modified as indicated) replace the FAR and DFARS clauses listed in the Purchase Order General Provisions:
  - a. All orders include the following:
 

52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 85)
52.203-7	Anti-Kickback Procedures (Oct 88)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jan 90)
52.204-2	Security Requirements (Apr 84)
52.208-1	Required Sources for Jewel Bearings and Related Items (Apr 84) <i>Communication required under this clause from Seller to Contracting Officer shall be through Buyer's Purchasing Representative.</i>
52.210-5	New Material (Apr 84), <i>in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.</i>
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (Apr 84)
52.212-8	Defense Priority and Allocation Requirements. (Sep 90)
52.215-26	Integrity of Unit Prices, ALTERNATE I (Apr 91), excluding paragraph (c).
52.222-1	Notice to the Government of Labor Disputes (Apr 84), <i>in which "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Mar 86) <i>Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.</i>
52.223-3	Hazardous Material Identification and Material Safety Data (Nov 91) <i>"Government" shall mean Government or Buyer, and after the term "United States Government Contract No. ____ in paragraph (e)(4) add "and Buyer's Order No. ____." Numbers are noted on the face of this Order.</i>
52.225-11	Restrictions on Certain Foreign Purchases (May 92)
52.227-1	Authorization and Consent (Apr 84)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 84)
52.227-12	Patent Rights -- Retention by the Contractor (Long Form) (Jun 89) <i>(applicable only if this order requires the performance of research, experimental, or development work.)</i>
52.229-3	Federal, State, and Local Taxes (Jan 91) <i>"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 95) <i>If this award is for a commercial item, as defined in FAR 2.101, with respect to Article 17 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply</i>
52.245-2	Government Property (Fixed-Price Contracts) (Dec 89), <i>in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable...."</i>
52.246-2	Inspection of Supplies (Fixed Price) (Jul 85), <i>in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears</i>

*in paragraph (k) it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. The rights and remedies of the Buyer shall be in addition to and not in limitation of those set forth in Provision I, Warranties.*

- 52.246-16 Responsibility for Supplies (Apr 84), *in which "Contractor" means Seller and "Government" means Buyer, except in paragraph (d) where "Government" means Government or Buyer.*
  - 52.247-63 Preference for U.S. Flag Air Carriers (Apr 84)
  - 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels, ALTERNATE I (Apr 84)
  - 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Buyer except in paragraph (m). In paragraph (c) the term "45 days" is changed to "90 days." The term "1-year" in paragraph (d) is changed to "6 months." The term "90 days" in paragraph (k) is changed to "45 days." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.*
  - 52.249-8 Default (Fixed-Price Supply and Service) (Apr 84)
  - 252.225-7001 Buy American Act and Balance of Payments Program (Jan 94)
  - 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 91)
  - 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (Dec 91)
  - 252.225-7010 Duty Free Entry - Additional Provisions (Dec 91)
  - 252.225-7012 Preference for Certain Domestic Commodities (May 94)
  - 252.225-7016 Restriction on Acquisition of Antifriction Bearings (Apr 93)
  - 252.225-7025 Foreign Source Restrictions (antifriction bearings, forging items, hi-carbon ferrochrome, hi-purity silicon, miniature and instrument ball bearings, precision components for mechanical time devices) (Apr 93)
  - 252.227-7013 Rights in Technical Data and Computer Software (Oct 88)
  - 252.227-7018 Restrictive Markings on Technical Data (Oct 88)
  - 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 88)
  - 252.227-7037 Validation of Restrictive Markings on Technical Data (Apr 88)
  - 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 91)
  - 252.231-7000 Supplemental Cost Principals (Dec 91) [In paragraph (a), "this contract" means the Buyer's prime contract supported by this order]
  - 252.244-7000 Subcontracts for Commercial Items and Commercial Components. If this award is for a commercial item, as defined in FAR 2.101, with respect to Article 17 of these Purchase Order General Provisions, only those FAR and DFARS clauses identified in subparagraph (c) of FAR 52.244-6 and DFARS 252.244-7000 apply
  - 252.247-7023 Transportation of Supplies by Sea (Dec 91)
  - 252.247-7024 Notification of Transportation of Supplies by Sea (Dec 91)
- b. All orders over \$2,500 include:
- 52.222-36 Affirmative Action for Handicapped Workers (Apr 84)
- c. All orders over \$10,000 include:
- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Feb 90)
  - 52.220-3 Utilization of Labor Surplus Area Concerns (Apr 84)
  - 52.222-20 Walsh-Healey Public Contracts Act (Apr 84)
  - 52.222-26 (b) Equal Opportunity (Apr 84)
  - 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 84)
  - 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 88)
  - 52.225-10 Duty-Free Entry (Apr 84) *"Contracting Officer" means Buyer's Purchasing Representative. In the last sentence of paragraph (h) "the contract" means prime contract.*
  - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Apr 84)
  - 52.244-5 Competition in Subcontracting (Apr 84)

d. All orders over \$25,000 include:

- 52.215-1 Examination of Records by Comptroller General (Feb 93) *excluding paragraph (c).*
- 52.215-2 Audit-Negotiation (Feb 93) *If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books or records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.*
- 252.203-7001 Special Prohibition on Employment (Dec 91)
- 252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (Dec 91)

e. All orders over \$100,000 include:

- 52.223-2 Clean Air and Water (Apr 84)
- 252.225-7026 Reporting of Overseas Subcontracts (Dec 91)

f. All orders over \$500,000 include:

- 52.215-22 Price Reduction for Defective Cost or Pricing Data (Jan 91). (Applicable only if this order is subject to PL 87-653.) *Buyer's prime contract contains this clause. The obligations which FAR 52.215-24 in the prime contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this Order, if Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractors' failure to comply with the requirements of 52.215-24, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
- 52.215-24 Subcontractor Cost or Pricing Data (Dec 91). (Applicable only if this order is subject to PL 87-653.) *The certificate required by paragraph (b) is Buyer's Form 9784A.*
- 52.215-27 Termination of Defined Benefit Pension Plans (Sep 89) (Applicable if certified cost or pricing data is required and any cost determinations will be required under FAR Part 31.2)
- 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Jul 91) (Applicable if 52.215-27 above is applicable)
- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (Jan 91) (Applicable only if Seller is other than a small business.) *"Contracting Officer" means Buyer's Purchasing Representative in the first sentence of subparagraph (c).*
- 52.220-4 Labor Surplus Area Subcontracting Program (Apr 84)
- 52.230-2 Cost Accounting Standards (Aug 92). (Applicable only if this order is subject to Public Law 91-379 and Seller has not claimed eligibility for modified CAS coverage.) *\*\*\*NOTE: the following applies to FAR 52.230-2 (or 52.230-3 whenever applicable): Paragraph (b) of the Clause is hereby deleted. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting this clause and clause 52.230-4, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with this clause or clause 52.230-4.*
- 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Aug 92) (Applicable only if this order is subject to Public Law 91-379 and Seller has properly claimed modified CAS coverage. If this clause 52.230-3 is applicable, see the "\*\*\*NOTE" under the 52.230-2 clause above.)
- 52.230-5 Administration of Cost Accounting Standards (Aug 92). (Applicable only if this order is subject to Public Law 91-379 and either FAR 52.230-2 or 52.230-3 applies.)
- 252.249-7001 Notification of Substantial Impact on Employment (Dec 91)

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HMSC's goal is to eliminate the use of Class I Ozone Depleting Substances (ODS) in all its procurements. To this end HMSC is working to identify requirements in this solicitation which may be in conflict with this objective. Seller is therefore required to notify the Buyer if any Class I ODS have been required in the performance of or will be delivered as part of end item(s) or service(s) identified hereunder.

3. All orders over \$100,000 include Buyer's Purchase Order Attachment VE-01.
4. All orders over \$500,000 include Buyer's Purchase Order Attachment CS-15
5. All orders involving ammunition or explosives include the following:
  - a. 252.223-7002 Safety Precautions for Ammunition and Explosives (Dec 91)

6. If this is a Cost Reimbursable Subcontract/Purchase Order the following additions/deletions are made to this attachment:

Delete Add	52.245-1 and 52.245-5	<i>Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 86), in which "Contracting Officer" means Buyer's Purchasing Representative, "Government" means Government or Buyer, and the following is substituted for Paragraph (g): "Seller shall return all Government-furnished property in as good condition as when received, except for reasonable wear and tear or for use of the property in accordance with the provisions hereof." "Contracting Officer" means Government Contracting Officer or Buyer's Purchasing Representative, as applicable, and "Government" means Buyer or Government, as applicable</i>
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Delete Add	52.246-2 and 52.246-3	<i>Inspection of Supplies-Cost Reimbursement (Jul 85), in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b), and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in paragraph (k) it means Government <u>or</u> Buyer. The provisions in the clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government.</i>
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Delete Add	52.249-2 and 52.249-6	<i>Termination (Cost-Reimbursement) (May 86), in which "Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.</i>
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