

PURCHASE ORDER ATTACHMENT T-AIT (98)

This attachment is designed for use with awards under Prime Solicitation: DASG60-98-R-0006

The following clauses (modified as indicated) are added to and made a part of the Purchase Order General Provisions effective for this Purchase Order:

1. The following FAR and, if this is an order under a DoD prime or higher tier subcontract thereunder, FAR Supplement clauses 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 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Jun 97)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 97)
52.204-2	Security Requirements (Aug 96)
52.211-15	Defense Priority and Allocation Requirements. (Sep 90)
52.215-14	Integrity of Unit Prices, ALTERNATE I (Oct 97), excluding paragraph (c).
52.222-1	Notice to the Government of Labor Disputes (Feb 97), in which " <i>Contracting Officer</i> " means <i>Buyer's Purchasing Representative</i> .
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Jul 95) <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 (Jan 97) " <i>Government</i> " shall mean <i>Government or Buyer, and after "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 (Oct 96)
52.227-1	Authorization and Consent (Jul 95) and Alt I (Apr 84)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 84)
52.227-11	Patent Rights -- Retention by the Contractor (Short Form) (Jun 97) (applicable only for small businesses or non-profit organizations if this order requires the performance of research, experimental, or development work.)
52.227-12	Patent Rights -- Retention by the Contractor (Long Form) (Jan 97) (<i>applicable only for large businesses 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</i> " means <i>Buyer</i> and " <i>Contracting Officer</i> " means <i>Buyer's Purchasing Representative</i> .
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 95) 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
52.245-2	Government Property (Fixed-Price Contracts) (Dec 89), in which " <i>Contracting Officer</i> " means <i>Buyer's Purchasing Representative</i> , & " <i>Government</i> " means <i>Government or Buyer</i> . <i>The fourth sentence of para (h) is changed to read: "Neither the Government nor the Buyer shall be liable..." [applicable to fixed price orders under GL-21]</i>
52.245-5	Government Property (<i>Cost Reimbursement, m Time and Material, or Labor Hour Contracts</i>) (Jan 86), in which the following is substituted for (g): " <i>Seller shall return all Government-furnished property in as good condition as when received, except tfor reasonable wear and tera4 of for use of the property in accordance with the provisions hereof</i> " [<i>applicable to cost reimbursable orders under GL-22 or time and material or labor-hour orders under GL-23.</i>
52.245-18	Special Test Equipment (Feb 93)

- 52.246-2 Inspection of Supplies (Fixed Price) (Aug 96), 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 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 1, Warranties. [applicable to fixed price orders under GL-21]
- 52.246-3 Inspection of Supplies - Cost Reimbursement (Apr 84) in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" 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 or Buyer. The provisions in the clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. [applicable to cost type orders under GL-22]
- 52.246-6 Inspection-Time-and Material and Labor-Hour (Jan 86) in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" 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 or Buyer. The provisions in the clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. [applicable to time and material or labor-hour type orders under GL-23]
- 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.
- 52.249-2 Termination for Convenience of the Government (Fixed Price) (Sep 96), 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. [applicable to fixed price orders under GL-21]
- 52.249-6 Termination (Cost Reimbursement) (Sep 96), in which "Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative. The term "15 days" and "45 days" in paragraph (d) are changed to "30 days and "90 days", respectively and the term "one year" in paragraph (e) is changed to "6 months." [applicable to cost type orders under GL-22 or the clause with its ALT IV or ALT V, if the order is awarded to an agency of the U.S. Government or with jState, local or foreign governments or their agencies, applies and is applicable to time and material or labor-hour orders under GL-23]
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 84) [applicable to fixed price orders under GL-21]
- 252.225-7001 Buy American Act and Balance of Payments Program (Jan 94)
- 252.225-7012 Preference for Certain Domestic Commodities (Feb 97)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Jun 97)
- 252.225-7025 Restriction on Acquisition of Forgings (Jun 97)
- 252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 95)
- 252.227-7014 Rights in Noncommercial Software & Noncommercial Computer Software Documentation (Jun 95)
- 252.227-7015 Technical Data - Commercial Items (Nov 95)
- 252.227-7016 Rights in Bid and Proposal Information (Jun 95)
- 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 95)
- 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 95)
- 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 88)
- 252.227-7037 Validation of Restrictive Markings on Technical Data (Nov 95)
- 252.227-7039 Patents-Reporting of Subject Inventions (Apr 90)
- 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles, & 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]
 - 252.235-7003 Frequency Authorization (Dec 91)
 - 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (Feb 97). 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 (Nov 95)
 - 252.247-7024 Notification of Transportation of Supplies by Sea (Nov 95)
- 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, Small Disadvantaged and Women-Owned Business Concerns (Oct 95)
 - 52.222-20 Walsh-Healey Public Contracts Act (Dec 96)
 - 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)
 - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 96)
 - 52.244-5 Competition in Subcontracting (Dec 96)
- d. All orders over \$25,000 include:
- 252.203-7001 Special Prohibition on Employment (Jun 97)
 - 252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)
- e. All orders over \$100,000 include:
- 52.215-2 Audit and Records - Negotiation (Aug 96) *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.*
 - 52.223-2 Clean Air and Water (Apr 84)
 - 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 96)
 - 52.223-14 Toxic Chemical Release Reporting (Oct 96)
 - 52.232-16 Progress Payments (Jul 91) (Applicable only if approved by Buyer elsewhere in this PO. Alt I applies if Seller is a small business; Alt II applies if the PO is a letter contract.)
 - 252.225-7026 Reporting of Contract Performance Outside the United States (Nov 95)
 - 252.232-7004 DoD Progress Payment Rates (Feb 96) (Applicable if Buyer makes FAR 52.232-16 applicable)
- f. All orders over \$500,000 include:
- 52.215-11 Price Reduction for Defective Cost or Pricing Data--Modifications (Oct 97) (Applicable if FAR 52.215-13 below applies). *The obligations identified in FAR 52.215-13 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 it's lower-tier subcontractors' failure to comply with the requirements of 52.215-13, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
 - 52.215-13 Subcontractor Cost or Pricing Data -- Modifications (Oct 97). (Applicable if seller was not initially required to submit and to certify to cost or pricing data per 15-403) *The certificate required by para (b) is Buyer's Form 9784A.*
 - 52.215-15 Termination of Defined Benefit Pension Plans (Oct 97) (Applicable if certified cost or pricing data is required and any cost determinations will be required under FAR Part 31.2)
 - 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Oct 97) (Applicable if 52.215-27 above is applicable)
 - 52.215-19 Notification of Ownership Changes (Oct 97) (Applicable if the applicability requirement of FAR 15.804-8(g) is met)

- 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Aug 96) (Applicable only if Seller is other than a small business.) *"Contracting Officer" means Buyer's Purchasing Representative in the first sentence of subparagraph (c).*
- 52.230-2 Cost Accounting Standards (Apr 96). (Applicable only if this order is subject to Public Law 100-679 and Seller has not claimed eligibility for modified CAS coverage.) *****NOTE:** the following applies to FAR 52.230-2 (or 52.230-3 or 52.230-5 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 (Apr 96) (Applicable only if this order is subject to Public Law 100-679 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 Cost Accounting Standards - Educational Institutions (Apr 96) (Applicable only if Seller has properly claimed status as an Educational Institution) If this clause 52.230-5 is applicable, see the ***** NOTE** under the 52.230-2 clause above.
- 52.230-6 Administration of Cost Accounting Standards (Apr 96). (Applicable only if this order is subject to Public Law 100-679 and either FAR 52.230-2, 52.230-3, 52.230-4 or 52.230-5 applies.)

g. All orders over \$1,000,000 include:

- 252.234-7001 Earned Value Management System (Mar 97) (Applicable to specific subcontracts when identified by Buyer elsewhere herein)
- 252.242-7005 Cost/Schedule Status Report (Mar 97)[Applicable to orders which are other than firm -fixed price, and of 12 months or more in duration, and either greater than \$10M or specifically designated as critical by the Buyer elsewhere herein]{C/SSRs or CPRs shall be forwarded the Government AIT Program Office at the same time these reports are forwarded to the Buyer}

2. All orders include the following:

a. INSPECTION

In addition to and not in lieu of quality attachments which are made a part of this order, Buyer and Buyer's customer personnel may inspect work performed hereunder by Seller at all reasonable times. The Seller shall provide access to his facilities and render such assistance therein as Buyer's rights hereunder. The Seller shall include this provision in all orders/subcontracts executed hereunder.

b. RELEASE OF INFORMATION

Release of any information pertinent to this subcontract requires prior approval of the Buyer.

c. INSURANCE REQUIREMENTS

If Seller is to perform work at Buyer's facility or on U.S. Government property, Seller shall furnish insurance certificates in accordance with paragraph I of Buyer's Purchase Order Attachment GL-14 prior to the commencement of any work at Buyer's facility or on U.S. Government property.

d. DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

Certain limitations on the distribution of technical information apply

"1) The following terms applicable to this clause are defined as follows:

- (a) Technical Document. Any recorded information that conveys scientific and technical information or technical data.
- (b) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.
- (c) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process, or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

(2) Except as may otherwise be set forth in the Subcontract Data Requirements List (SDRL), (i) the distribution of any technical document prepared under this purchase order, in any stage of development or completion, is prohibited without the approval of Buyer's Contracting Officer, obtained through the Buyer, and (ii) all technical documents prepared under this purchase order shall initially be marked with the following distribution statement, warning, and destruction notice:

(a) DISTRIBUTION STATEMENT C - Distribution authorized to U.S. Government Agencies and their contractors; (fill in reason in accordance with MILSTD-1806); (fill in date of determination). Other requests for this document shall be referred to USAMDSTC, SMDC-TC-WN, P.O. Box 1500, Huntsville, AL 35807-3801

(b) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq) or Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.

(c) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5200.22-M, Industrial Security Manual, Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

(3) As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than Statement F specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

* Distribution is defined as release of data outside of the UAMDSTC program management office, prime contractor;'s organization, or subcontractors to the lowest tier.

e. TITLE TO INFORMATION

Title to all plans, systems analyses, reports and listings, and all other items pertaining to the work and services to be performed and delivered under this contract are considered to be "developed exclusively with government funds" as defined in DFARS 252.227-7013.

f. ORGAINZATIONAL CONFLICT OF INTEREST

1. The effort to be performed under this contract may require access to the proprietary information of other companies and consequently creates a potential significant conflict of interest as set forth in Federal Acquisition Regulation (FAR) 9.505-4. It is the intention of the Government to prevent creation of an unfair competitive advantage as a result of knowledge gained through access to proprietary information. Consequently, when access to proprietary information of other companies is required, the contractor shall (1) enter into a written agreement with the other companies to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (2) refrain from using such proprietary information for any purpose other than that for which it was furnished.

2. An executed copy of all proprietary information agreements shall be furnished to the US Government Contracting Officer, through the Buyer, within fifteen (15) calendar days of execution.

3. The contractor shall include this clause in all subcontracts which may require access to proprietary information of other firms. When the clause is included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contractor

4. Restrictions on future contracts. The contractor shall refrain from using the proprietary data obtained under this contract in other contracts or for any purpose other than that for which it was intended. This restriction shall not prohibit the contractor from using the future business endeavors and proprietary data for which the contractor has obtained proper authorization for its use from the owner of the proprietary data.

5. Remedies. For breach of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government or Buyer may terminate this contract for default, disqualifying the contractor for subsequent related contractual efforts, and pursue other such remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

6. Government and Buyer indemnity. The contractor shall hold the Government and Buyer harmless and indemnify the Government and or Buyer as to any cost or loss resulting from violation of this clause or the unauthorized use or disclosure of third party information data or software by the contractor, its employees, subcontractors or agents.

e. GOVERNMENT REVIEW OF CRITICAL PROCESSES

The Government reserves the right to conduct reviews of the Contractor's readiness or critical processes at significant times during the period of performance (e.g., simulation evaluation, readiness to conduct flight test). Any such review will be conducted by a focused Government team (which may include support contractor personnel) at a time and place mutually agreed to by the Government and the Contractor. Such reviews will typically take place at the place of performance and be accomplished within approximately one workweek.

f. ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

Seller and its subcontractors at any tier shall cooperate with USASMDC/BMDO contractors by providing access to technical matters, provided, however, the Seller will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Seller and such entities.

3. All orders over \$100,000 include Buyer's Purchase Order Attachment VE-01.

4. All orders over \$500,000 include the following:

a. 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 (May 94)