

PURCHASE ORDER ATTACHMENT T-AMRAAM (90)
(July 1991)

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

A. All orders include the following:

1.	<u>FAR/DFARS</u>	<u>Title:</u>
	<u>Reference:</u>	
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions
	52.209-6	Contractors Debarred, Suspended or Proposed for Debarment
	52.225-13	Restrictions on Contracting with Sanctioned Persons
	52.245-17	Special Tooling
	252.203-7001	Special Prohibition on Employment
	252.209-7001	Acquisitions from Defense Contractors Subject to On-Site Inspection Under the INF Treaty
	252.215-7001	Industrial Modernization Incentives Program (applicable only when Seller is participating in a DoD-approved IMIP business arrangement)
	252.225-7001	Buy American Act and Balance of Payments Program
	252.225-7014	Duty Free Entry - Additional Provisions
	252.235-7004	Frequency Authorization
	252.247-7203	Transportation of Supplies by Sea
	252.247-7204	Notification of Transportation of Supplies by Sea

2. 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.

3. RELEASE OF INFORMATION
Release of any procurement information pertinent to this subcontract requires prior approval of the Buyer.

4. INSURANCE REQUIREMENTS
If Seller is to perform work at Buyer's facility or on U.S. Government property, Buyer's Purchase Order Attachment GL-14 is incorporated herein by reference. Seller shall furnish insurance certificates in accordance with paragraph I of POA GL-14 prior to the commencement of any work at Buyer's facility or on U.S. Government property. The following minimum coverage amounts shall be required in lieu of those amounts specified in GL-14:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
a. Worker's Compensation	\$100,000
b. Employer's Liability	\$100,000
c. Comprehensive General Liability	\$500,000 per occurrence
d. Comprehensive Automobile Liability	
1) Bodily injury	\$200,000 per person
	\$500,000 per accident
2) Property damage	\$ 20,000 per accident

5. FOREIGN LICENSING OR SALE OF PROPRIETARY ITEMS
 Proprietary items may not be used in the performance of this Purchase Order unless Seller is willing to license or sell to a foreign "follower" in the AMRAAM Program.

6. ELECTRICAL PARTS LIMITATIONS
 The following limitations apply to electronic parts selected for use in this program: (1) all parts and circuits must be representatives of general class available from more than one source (QPL parts excluded); (2) no germanium devices shall be used; (3) wet tantalum and aluminum electrolytic capacitors shall not be used in the design without specific written approval of the procuring activity; (4) no plastic (organic or polymeric) encapsulated or sealed devices shall be used without the approval of the procuring activity; (5) conformally coated printed circuit/wiring boards shall conform to MIL-I-46058; and (6) polyvinylchloride (PVC) sheet, film or molding shall not be used.

B. All orders over \$50,000 to other than qualified small businesses with less than 50 employees include Buyer's Purchase Order Attachment SP-01.

C. All orders over \$100,000 include Buyer's Purchase Order Attachments SP-04 and CS-15, together with the following FAR/DFARS provisions when applicable:

<u>FAR/DFARS Reference</u>	<u>Applicability</u>	<u>Title</u>
52.215-22	All orders subject to PL 87-653	Price Reduction for Defective Cost or Pricing Data. 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	All orders subject to PL 87-653	Subcontractor Cost or Pricing Data. The certificate required by paragraph (b) is Buyer's Form 9784A.
52.230-3	All orders subject to PL 91-379	Cost Accounting Standards. 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.
52.230-4	All orders subject to PL 91-379	Administration of Cost Accounting Standards.
252.204-7005	All orders	Overseas Distribution of Defense Subcontracts.

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

1. 52.271-7001 Recovery of Nonrecurring Costs on Commercial Sales.
2. 252.210-7005 Acquisition Streamlining
3. Technical and Engineering Acquisition Support (TEAS) and Technical Evaluation and Acquisition Management Support (TEAMS)
In the performance of this subcontract, Seller agrees to cooperate with the Technical and Engineering Acquisition Support (TEAS) and Technical Evaluation and Acquisition Management Support (TEAMS) Contractors, subject to coordination with Buyer, and to include this clause in all subcontracts over \$1,000,000.

E. All orders involving ammunition or explosives include the following:

1. 52.223-7002 Change in Place of Performance - Ammunition and Explosives