

PURCHASE ORDER ATTACHMENT T-AMRAAM (94)
(May 1998)

This attachment is designed for use with awards under Prime Contracts: F08626-94-C-0029, F08626-94-C-0030, and subcontracts 72-10X7-69-0001, 72-68X6-69-0002 and 72-RY02-69-06801

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).
52.219-13	Utilization of Women-Owned Small Businesses (Aug 86)
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 "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>
52.228-5	Insurance-Work on a Government Installation (Sep 89)(Applicable if work is to be performed on a Government installation)
52.229-3	Federal, State, and Local Taxes (Jan 91) <i>"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 84)
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>"Contracting Officer" means Buyer's Purchasing Representative, & "Government" means Government or Buyer. The fourth sentence of para (h) is changed to read: "Neither the Government nor the Buyer shall be liable...."</i>
52.245-17	Special Tooling (Apr 84)
52.245-18	Special Test Equipment (Feb 93)

- 52.246-2 Inspection of Supplies (Fixed Price) (Jul 85), *in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, & "Government" means Buyer except the first time it appears in the first sentence of paragraph (b) & in the fourth sentence of paragraph (b) it means Buyer & Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to Buyer), & the first time it appears in paragraph (k) it means Government or Buyer. The provisions for access, rights to inspect, safety protection, & relief from liability apply equally to Buyer & Government. Rights and remedies of Buyer shall be in addition to & 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)
- 252.225-7008 Supplies to be Accorded Duty Free Entry (Dec 91) (Applicable if specific items are so identified by the Buyer elsewhere in the body of the order)
- 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)
- 252.225-7014 Preference for Domestic Specialty Metals (Dec 91)
- 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]
- 252.235-7003 Frequency Authorization (Dec 91)
- 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
- 252.245-7001 Reports of Government Property (May 94)
- 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 (Apr 93)
- 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)
- 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 (Apr 93)
- 252.232-7004 DoD Progress Payment Rates (Nov 93) (Applicable if Buyer makes FAR 52.232-16 applicable)

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

- 52.215-23 Price Reduction for Defective Cost or Pricing Data--Modifications (Dec 91). (Applicable only if this order is initially exempt from PL 87-653.) *Buyers prime contract contains this clause. The obligations which FAR 52.215-25 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 52.215-25, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
- 52.215-25 Subcontractor Cost or Pricing Data -- Modifications (Dec 91). (Applicable only if this order is initially exempt from PL 87-653.) *The certificate required by para (b) is Buyer's Form 9784A.*
- 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 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 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 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 Administration of Cost Accounting Standards (Aug 92). (Applicable only if this order is subject to Public Law 100-679 and either FAR 52.230-2 or 52.230-3 applies.)
- 252.249-7001 Notification of Substantial Impact on Employment (Dec 91)
- 252.249-7002 Notification of Proposed Program Termination or Reduction (May 94)

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

- 252.210-7003 Acquisition Streamlining (Dec 91)
- 252.225-7032 Waiver of United Kingdom Levies (Oct 92) (Applicable to orders for supplies where a lower tier subcontract over \$1 million with a U.K. firm is anticipated)

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. Technical and Engineering Acquisition Support (TEAS) and Technical and Acquisition Management Support (TEAMS)

In the performance of this subcontract, Seller agrees to cooperate with the TEAS and TEAMS Contractors, subject to coordination with the Buyer and to include this clause in all subcontracts over \$1,000,000.

e. ELECTRICAL PARTS LIMITATIONS

The following limitations apply to electronic parts selected for use in this program: (1) all parts and circuits must be representative of a 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.

f. TP-490 DELETION

Notwithstanding its printout on the Purchase Order associated herewith, TP-490 is NOT applicable for orders or portions thereof issued under the following customer contracts as might be listed on the face of or within the order:
F08626-94-C-0030, 72-10X7-69-0001, 72-68X6-69-0002 and 72-RY02-69-06801

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:

- 252.223-7002 Safety Precautions for Ammunition and Explosives (May 94)
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives (Dec 91)