

**PURCHASE ORDER ATTACHMENT T-EFOG (94)  
(April 1994)**

**This attachment is designed for use with solicitation: DAAH01-94-R-0005**

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:
 

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| 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>           |
| 52.223-7  | Notice of Radioactive Materials (Nov 91)   |
| 52.225-11 | Restrictions on Certain Foreign Purchases (May 92)   |
| 52.225-17 | Buy American Act - Supplies Under European Community Agreement (Jan 94)  |
| 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>  |
| 52.245-2  | 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> |
| 52.245-18 | 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, 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 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.*
- 52.246-23 Limitation of Liability (Apr 84)
- 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 (Dec 91)
- 252.225-7014 Preference for Domestic Specialty Metals, and ALTERNATE I (Dec 91)
- 252.225-7016 Restriction on Acquisition of Antifriction Bearings (Apr 93)
- 252.225-7017 Preference for US and Canadian Valves and Machine Tools (Apr 92)
- 252.225-7025 Foreign Source Restrictions (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 Investigation and Reptg Involving Acft, Missiles and Space Lch Vehicles (Dec 91)
- 252.235-7003 Frequency Authorization (Dec 91)
- 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)
- 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 it's 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 paragraph (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 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 52.230-5, 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 52.230-5.*
  - 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 -3 applies.)
  - 252.249-7001 Notification of Substantial Impact on Employment (Dec 91)
  - 252.249-7002 Notification of Proposed Program Termination or Reduction (Aug 93)

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. DEMILITARIZATION (AMC FAR Supplement 52.2100-1, 1963 MAR)

(A) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end-items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies, and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it salable as implements or war.

(B) The Contractor agrees that no items demilitarized, as stated below, will be disposed of by the Contractor other than as scrap:

1. All Classified Material.
2. Research and Development Material.
3. Production Equipment and Special Tooling.
4. Partially Completed Material.
5. Infrared Night Sighting and Viewing Equipment.

(C) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(D) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

3. All orders over \$100,000 include Buyer's Purchase Order Attachments SS-17 and 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)
- b. 252.223-7003 Change in Place of Performance - Ammunition and Explosives (Dec 91)