

PURCHASE ORDER ATTACHMENT T-MAV (98)

This attachment is designed for use with awards under Prime Contract: F08626-98-C-0014

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)
52.211-5	Material Requirements (Oct 97), <i>in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.</i>
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), <i>in which "Contracting Officer" means 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" 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 (Oct 96)
52.227-1	Authorization and Consent (Jul 95)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 84)
52.229-3	Federal, State, and Local Taxes (Jan 91) <i>"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.</i>
252.234-1	Industrial Resources Developed Under Defense Production Act Title III (Feb 95)
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, & "Government" means Government or Buyer. 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>
52.246-2	Inspection of Supplies (Fixed Price) (Aug 96), <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 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]</i>

- 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]*
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 84) [applicable to fixed price orders under GL-21]
- 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 91)
- 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (Jan 97)
- 252.225-7010 Duty Free Entry - Additional Provisions (Jan 97)
- 252.225-7012 Preference for Certain Domestic Commodities (Feb 97)
- 252.225-7014 Preference for Domestic Specialty Metals (Nov 95)
- 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)
Seller's attention is directed to the limitation on including copyrighted software/software documentation in deliverables hereunder [see subpara (d)]

- 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]
- 252.244-7000 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 (Aug 96)
 - 52.222-20 Walsh-Healey Public Contracts Act (Dec 96)
 - 52.222.21 Prohibition of Segregated Facilities (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 (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)
- 252.249-7002 Notification of Proposed Program Termination or Reduction (Dec 96)

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

- 52.215-10 Price Reduction for Defective Cost or Pricing Data (Oct 97). (Applicable if FAR 52.215-12 below applies). *The obligations identified in FAR 52.215-12 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 52.215-12, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
- 52.215-12 Subcontractor Cost or Pricing Data (Oct 97). (Applicable if seller was required to submit and to certify to cost or pricing data per FAR 15-403 or if seller would otherwise have been required to submit and to certify to such cost or pricing data but received a waiver therefrom) *The certificate required by paragraph (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:
 - 252.211-7000 Acquisition Streamlining (Dec 91)

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.

c. YEAR 2000 COMPLIANCE

Buyer's Purchase Order Attachment SS-20 applies hereto if this order involves computer hardware/software or equipment with an internal mechanism for computing dates.

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)
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives (Dec 91)
- 252.223-7007 Safeguarding Sensitive Conventional AA&E (Feb 96)