

**PURCHASE ORDER ATTACHMENT T-PHALANX (91)
(September 1993)**

This attachment is designed for use with awards under Prime Contract: N00024-89-C-3148

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) *Communication required under this clause from Seller to Contracting Officer shall be through Buyer's Purchasing Representative.*
 - 52.210-5 New Material (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.*
 - 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), *in which "Contracting Officer" means Buyer's Purchasing Representative.*
 - 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (Mar 86) *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.*
 - 52.223-3 Hazardous Material Identification and Material Safety Data (Nov 91) *"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.*
 - 52.225-11 Restrictions on Certain Foreign Purchases (Apr 91)
 - 52.225-13 Restrictions on Contracting with Sanctioned Persons (Apr 91)
 - 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) *(applicable only if this order requires the performance of research, experimental, or development work.)*
 - 52.229-3 Federal, State, and Local Taxes (Jan 91) *"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.*
 - 52.245-2 Government Property (Fixed-Price Contracts) (Dec 89), *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...."*

- 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)
 - 252.208-7000 Required Sources for Miniature and Instrument Ball Bearings (Jul 71)
 - 252.208-7001 Required Sources for Precision Components for Mechanical Time Devices (Aug 71)
 - 252.208-7002 Required Sources for High-Purity Silicon (Jun 83)
 - 252.208-7003 Required Sources for High Carbon Ferrochrome (Aug 84)
 - 252.208-7005 Required Sources for Forging Items(Nov 90)
 - 252.208-7006 Required Sources for Antifriction Bearings (Apr 89)
 - 252.225-7001 Buy American Act and Balance of Payments Program (Jan 91)
 - 252.225-7002 Qualifying Country Sources as Subcontractors (Oct 80)
 - 252.225-7008 Duty-Free Entry -- Qualifying Country End Products and Supplies (Dec 90)
 - 252.225-7009 Preference for Certain Domestic Commodities (Apr 90)
 - 252.225-7010 Duty Free Entry - Additional Provisions (Dec 90)
 - 252.225-7011 Preference for Domestic Specialty Metals,(Major Programs) (Dec 91)
 - 252.225-7015 Preference for Domestic Hand or Measuring Tools (Apr 90)
 - 252.225-7030 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (Nov 90)
 - 252.225-7023 Restriction on Acquisition of Foreign Machine Tools (Jul 90)
 - 252.225-7024 Restriction on Acquisition of Foreign Valves (Jan 89)
 - 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)
 - 252.228-7006 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 91)
 - 252.247-7203 Transportation of Supplies by Sea (Apr 90)
 - 252.247-7204 Notification of Transportation of Supplies by Sea (Apr 90)
- b. All orders over \$2,500 include:
- 52.222-36 Affirmative Action for Handicapped Workers (Apr 84)
- c. All orders over \$10,000 include:
- 52.215-1 Examination of Records by Comptroller General (Apr 84) *excluding paragraph (c).*
 - 52.215-2 Audit-Negotiation (Dec 89) *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.*

- 52.219-8 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:

- 252.203-7001 Special Prohibition on Employment (Dec 91)
- 252.209-7001 Acquisition From Subcontractors Subject to On-site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (Jan 90)

e. All orders over \$100,000 include:

- 52.223-2 Clean Air and Water (Apr 84)
- 52.230-3 Cost Accounting Standards (Sep 87). (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 52.230-3 (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.*
- 52.230-4 Administration of Cost Accounting Standards (Sep 87). (Applicable only if this order is subject to Public Law 91-379 and either FAR 52.230-3 or -5 applies.)
- 52.230-5 Disclosure and Consistency of Cost Accounting Practices (Sep 87) (Applicable only if this order is subject to Public Law 91-379 and Seller has properly claimed modified CAS coverage. If this clause 52.230-5 is applicable, see the *****NOTE** under the 52.230-3 clause above.)
- 52.232-16 Progress Payments (Aug 87) (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.)
- 252.225-7005 Overseas Distribution of Defense Subcontracts (Aug 88)
- 252.232-7008 DoD Progress Payment Rates (Jul 91) (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 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)
- 252.249-7001 Notification of Substantial Impact on Employment (May 91)

In accordance with DOD FAR Supplement 46.103 the Government reserves the right to conduct a product-oriented survey(s) of the Seller to determine compliance with the requirements of the contract.

e. USAGE OF SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT

By acceptance of this subcontract or purchase order the Seller and his subcontractors at any tier authorize the use by all other PHALANX CIWS contractors or subcontractors, at no charge, of special tooling and special test equipment acquired or fabricated under any PHALANX CIWS contract. This usage will be subject to approval by the PCO (NAVSEA 0231). Unless otherwise directed in writing by the PCO (NAVSEA 0231), this authorization grants usage at the existing custodial facility only and does not imply permission to move the special tooling or test equipment to another facility.

3. All orders over \$100,000 include Buyer's Purchase Order Attachments SS-17 and VE-01.
4. All orders involving ammunition or explosives include the following:
 - a. 252.223-7001 Safety Precautions for Ammunition and Explosives (Dec 91)
5. All orders over \$500,000 include the following:
 - a. The Seller shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) under the latest revision of MIL-STD-1556.
 - b. Buyer's Purchase Order Attachment CS-15.