

# ATA

## TERMS AND CONDITIONS FOR COMMERCIAL ITEMS

### **PART I – GENERAL PROVISIONS**

1. **DEFINITIONS** - The following definitions apply unless otherwise specifically stated:
  - “**Buyer**” - ATA
  - “**Purchasing Representative**” - Buyer’s authorized representative identified elsewhere in this order.
  - “**Seller**” - The legal entity which contracts with the Buyer.
  - “**This Order**” - This contractual instrument, including changes.
  - “**Government**” - The Government of the United States of America
  - “**Prime Contract**” - The Government contract under which this Order is issued.
  - “**FAR**” - The Federal Acquisition Regulation 48 CFR Ch. 1.
  - “**Contracting Officer**” - The Government contracting officer(s) for the Prime Contract, or his/her authorized representative.
  
2. **PACKING, MARKING, AND SHIPPING** - Seller shall pack, mark and ship all goods and supplies in accordance with the requirements of this Order so as to be in compliance with transportation regulations and good commercial practice for protection and shipment, and shall secure the most advantageous transportation service and rates consistent therewith. No separate or additional charge is payable by Buyer for containers, crating, boxing, bundling, dunnage, drayage or storage unless specifically stated in this Order.
  
3. **MODIFICATION/WAIVER** - No modification of this Agreement (including any additional or different terms of the Seller or any increase in compensation or funds allotted) shall be binding on ATA unless agreed to in writing and signed by ATA Subcontract Administrator. No course of dealing or failure by ATA to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.
  
4. **CHOICE OF LAW** - Irrespective of the place of performance, this Order will be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Government. To the extent that the federal common law of Government contracts is not dispositive, the laws of the state from which the Buyer’s Order is issued shall apply.
  
5. **WARRANTY**
  - 5.1 Seller warrants that all goods delivered under his Order shall be merchantable, free from defects in material and workmanship and shall conform to applicable specifications and drawings. If Seller is responsible for the design of the goods according to Buyer’s performance specifications, Buyer’s approval of design furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller’s warranties shall run to the Buyer and the Government.
  - 5.2 In addition to any remedies available to Buyer under applicable law, Seller’s liability for breach of any warranty hereinabove set forth shall be to repair or replace, at Buyer’s election all defective or nonconforming goods and the payment of all removal, reinstallation, packing and transportation cost attributable to the repair or replacement of defective or nonconforming items.
  - 5.3 Seller’s obligations under this Clause shall apply to such goods as to which Buyer has notified Seller of a defect or nonconformance within one year after such goods were delivered and accepted by Buyer, or in lieu thereof, within such other period of time as may be otherwise specified in the Order.
  
6. **COMPLIANCE WITH STATUTES AND REGULATIONS** - The goods to be supplied hereunder shall comply with all applicable laws, standards and regulations whether federal, state, local or industrial in effect on the date of this order.

## **7. INSPECTION AND QUALITY CONTROL - SUPPLIES**

- 7.1** All goods shall be subject to inspection and test by the Buyer or the Government, or both, to the extent practicable at all times and places including the period and place of manufacture, and if any such inspection and test is made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenience of such persons as are conducting such inspection or test. Seller shall provide, without additional cost to Buyer, a complete inspection of all materials, fabricating methods, jigs, dies, and finished articles, and at the time of inspection Seller and Seller's subcontractors, as appropriate, shall make available to Buyer and Government inspectors copies of all drawings, specifications, and process, preservation, and packaging data applicable to the goods to be inspected.
- 7.2** Notwithstanding any prior inspection and tests, and notwithstanding any prior payment, it being expressly agreed that payment shall not constitute final acceptance, all goods furnished under this Order shall be subject to final inspection and test by the Buyer and the Government after delivery to destination. Buyer or the Government may reject any goods which contain defective material or workmanship, do not conform to applicable drawings, specifications, or samples, or in any other way fail to comply with the requirements of this Order. Rejected goods shall not be replaced by Seller except upon written instructions from Buyer. Should Buyer elect to repair any non-conforming goods, all of the terms of this Order shall remain in full force and effect as to goods and other items furnished by Seller hereunder. All shipping documents accompanying replacement or resubmitted goods must reference the Inspection Report Number. Resubmitted goods must be shipped separately from other production lots.
- 7.3** Buyer reserves the right to use ANSI Z1.4 or equivalent sampling plans for the acceptance or rejection of goods. If a lot is rejected by the sampling procedure, the entire lot may be returned to Seller for screening at Seller's expense, or at the option of Buyer, the rejected lot may be screened by Buyer at Seller's expense.
- 7.4** Seller is responsible for compliance with all certification requirements referenced in this Order and for the maintenance of quality control records evidencing compliance with such requirements for a period of three (3) years regardless of whether work was performed by Seller or subcontractors of Seller. Seller agrees to include the substance of this clause, including this Paragraph, in all subcontracts issued under this Order.
- 7.5** Buyer's rights under this clause shall be in addition to and shall not be deemed in any way to diminish Buyer's rights under the clause hereof entitled WARRANTY, or under any other provision of this Order.

- 8. CHANGES** - Buyer may at any time by written change order make changes in or additions to the drawings and specifications, issue additional instructions, require additional work or direct the omission of work ordered hereunder. If any such change causes a variation in the cost of, or the time required for performance, Seller will notify Buyer immediately to claim any adjustment. Pending such adjustment Seller will proceed in accordance with such directions as Buyer may issue in writing. Seller is not authorized to proceed with changes requiring any adjustment of the contracted price without written direction from the Buyer.

- 9. PRODUCT-CHANGES** - The seller will notify the Buyer of any proposed changes in design, fabrication methods or processes, which affect the form, fit or function of the item and obtain written approval of the change before making the change.

## **10. INDEMNITY**

- (a) Seller agrees to indemnify, hold harmless, and defend ATA, its agents, employees, officers, directors, and clients from any and all costs and expenses, including attorney's fees, that ATA may pay or become obligated to pay, on account of any, all, and every demand or claim, or assertion of liability arising, or alleged to have arisen, out of (1) seller's breach of any expressed or implied warranty; (2) seller's breach of contract; (3) the negligent or deliberate acts and/or omissions of seller or its agents, employees, officers, or directors; (4) seller's failure to comply with the "Truth in Negotiations Act"; (5) seller's or seller's subcontractors' liabilities for unpaid wages and liquidated damages under the clause of this agreement entitled "Contract Work Hours and Safety Standards Act-over-time Compensation"; (6) any and all actions or proceedings charging infringement of any patent, trademark, copyright, or mask work by reason of sale or use of any items or services furnished hereunder; or (7) bodily

injury to, including death, or damage to property of any person, including seller's or seller's subcontractors' employees, arising out of performance of any work hereunder, including seller's use of ATA's premises or equipment.

- (b) If the Seller's liability shall arise by reason of the negligence of ATA or ATA's agents, employees, officers, and directors or by reason of specific compliance with detailed instruction of ATA, Seller shall not be liable under the provisions of this clause except to the extent of Seller's contributory negligence. ATA agrees to provide Seller with timely notice of any potential claim covered by this clause and to provide reasonable assistance to Seller in the defense and/or settlement of such claim.
- (c) Neither party shall be liable for lost profits, loss of use, or interruption of business, nor for consequential, indirect, special, punitive, or incidental.

## **11. INSURANCE**

- (a) Seller will provide and maintain the following insurance, which will be primary to any insurance carried by ATA:
  - I. Commercial General Liability insurance in limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Seller's obligations under item (a)(7) of the "Indemnity" clause of this Agreement and including ATA as an additional insured.
  - II. Automobile Liability insurance in limits of \$1,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Seller's obligations under item (a)(7) of the "Indemnity" clause of this Agreement and including ATA as an additional insured.
  - III. Workers' Compensation and Employer's Liability insurance with a minimum of \$100,000.
- (b) Seller agrees to provide certificates of insurance to ATA for each line of coverage. Seller may file annual certificates, covering all orders placed by ATA, in fulfillment of this requirement. Certificates shall require Seller's insurer to give ATA thirty (30) days prior written notice of cancellation or material change in the policies and to waive the right of subrogation against ATA or ATA's client. Certificates will specify the contractual and additional insured requirements of paragraphs I and II above and will be mailed to the ATA Subcontract Administrator.

## **12. MATERIALS, PARTS, TOOLING, ENGINEERING DATA, SCRAP, ETC.**

- 12.1** Buyer may furnish for use by Seller on this Order, drawings, designs, information, tools, patterns, equipment, and other items and proprietary rights embodied therein; but Buyer may designate the quantities thereof and reserve all right therein. Such items may, at Buyer's election, be furnished (a) without charge to Seller, or (b) at Buyer's average cost and under terms of payment agreed to hereunder. If furnished without charge, the value of such items will not be included in the contracted price hereof or in the costs on which Seller's earnings are based. Said items however furnished and goods or items to which the Buyer or the Government acquire title during the course of the work hereunder will not be used by Seller except to fulfill this Order, unless Buyer or Government otherwise request in writing.
- 12.2** Seller shall comply with Subpart 45.5 of FAR for all items included under 12.1 above. All items will be segregated from Seller's property, clearly marked and inventoried on a current basis. Where items are not incorporated as part of the goods specified herein, upon termination or completion of this Order, Seller shall return them to Buyer or the Government in good conditions, subject to ordinary wear and normal manufacturing losses.
- 12.3** Any special tooling (except as provided herein) and equipment specified in or made or acquired for this Order, will (a) become the property of Buyer or the Government, (b) be segregated and marked as required herein, and (c) be delivered to Buyer upon termination or completion hereof, unless Buyer otherwise directs in writing.
- 12.4** When charges paid by Buyer for certain types of special tooling (such as extrusion and forging dies do not convey title, Buyer and/or the Government will have exclusive rights in such tooling for the duration of its existence or until otherwise disposed of by mutual written agreement.
- 12.5** Proceeds of scrap generated hereunder will accrue to Seller and are reflected in the prices quoted herein.

**13. DELIVERY** - Except as hereinafter specified delivery shall be strictly in accordance with the delivery schedule set out, or referred to, in this Order. The Buyer reserves the right to cancel this Order if the goods specified are not shipped at the time promised or if Buyer's Prime Contract is terminated by the Government.

**14. TERMINATION**

**14.1 Termination for Convenience** – Buyer may terminate work hereunder in whole or in part at any time, and settlement will be in accordance with FAR 52.249-2.

**14.2 Termination for Default** – Buyer may terminate work hereunder in whole or in part at any time, and settlement will be in accordance with FAR 52.249-8.

**15. ACKNOWLEDGMENT OF SPONSORSHIP** - Seller agrees that in the release of information relating to this Order such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the following agency: Arnold Engineering Development Center, Arnold Air Force Base, Tennessee. For the purpose of this paragraph, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc. Noting in the foregoing shall affect compliance with the requirements of the provision of the "Security Requirements" clause (FAR 52.204-2), if applicable. The seller further agrees to include the provision in any lower-tier Order awarded as a result of this Order.

**16. ENTIRE AGREEMENT** - To the extent that there is any conflict among the special conditions, drawings, prints, reports, or other forms attached to or referenced in this Order, the typed provisions on the face of the Order shall prevail in all cases and thereafter the special conditions, general conditions, specifications, drawings, prints, reports, or other forms will govern in the order listed. The Order is the complete and exclusive statement of the terms of the agreement between Seller and Buyer and supersedes in its entirety any previous understandings, writings, proposals, or other documents between the parties, whether oral or written.

**17. DISPUTES**

**17.1** Any dispute concerning or relating to this Order, its performance or breach, shall first be decided by Buyer in writing. Buyer's decision may be pursued through appropriate legal proceedings.

**17.2** Buyer may elect, in its sole discretion and in lieu of the provisions of paragraph 17.1 of this clause, to prosecute through available administrative procedures all disputes, claims or controversies between Buyer and Seller, or appeals therefrom which may be attributable to or in any way related to claims, actions, neglects, defaults, or orders of a third party, including the Government, whether under this Order or the Prime Contract. Buyer's liability to Seller shall be limited to such relief as may be obtained in the final disposition of such dispute in such forum Seller shall bear all costs and expenses of the prosecution of such dispute. Seller shall in no event institute any action against Buyer in any court with respect to any dispute which is or could be the subject of a proceeding by Buyer or Seller pursuant to this paragraph.

**17.3** Pending final disposition of any dispute, including appellate rights, Seller shall proceed diligently with the performance of work under this Order. Seller's performance shall be in accordance with Buyer's written instructions.

**18. TOOLS, MATERIALS, DOCUMENTS, INTANGIBLES AND INTELLECTUAL PROPERTY**

Unless otherwise provided herein, any tangible or intangible property, including, but not limited to items, tools, materials, data, technical information, documents, software, software programs, intellectual property, etc., developed or created by Seller in the performance of this order/subcontract shall become and shall be identified by Seller as property belonging to ATA. In the case of works and materials that contain copyrightable or patentable subject matter, such works shall be considered works made for hire on behalf of ATA. Alternatively, Seller assigns all right, title, and interests to such works, patentable interests and copyrights therein to ATA. Any such property in the possession or control of Seller during the performance of this order/subcontract held by Seller shall be deemed as a bailment on behalf of ATA at Seller's risk, shall be used exclusively in the production of products/services required by the terms of this order/subcontract, and shall be subject to disposition by ATA at any and all times. Upon demand of ATA, Seller shall deliver all such property to ATA at Seller's risk and expense.

**19. ORGANIZATIONAL CONFLICT OF INTEREST**

a. The purpose of this clause is to ensure that:

- (1) In providing services to the Buyer and its customers under this Order, the Seller's objectivity and judgment are not biased because of its present and/or future, financial, contractual, organizational, or other interest;
- (2) The Seller does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Buyer's and Government's program plans and resources;
- (3) The Seller does not obtain any unfair competitive advantage by virtue of its access to proprietary or competition sensitive information belonging to others; and
- (4) The Seller ensures no bias or unfair competitive advantage exists while aggressively addressing any perception issue that may arise.

b. Definitions

- (1) The term "organizational conflicts of interest" means that a relationship or situation exists where the Seller (including chief executives and directors, to the extent that they will or do become involved in the performance of the order, and proposed consultants or lower-tier subcontractors where they may be performing services similar to the services provided by the prime) has past, present, or currently planned interests that either directly or indirectly (through a client contractual, financial, organizational, or other relationship) may relate to the work to be performed under a Department of Defense contract which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice, or (ii) may result in it having an unfair competitive advantage. It does not include the normal flow of benefits from the performance of the order.
- (2) For the purposes of this special order requirement, the term "affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual has a significant business relationship of any type with another business entity or company.
- (3) The term "Seller" as used in this clause shall include (i) the corporate or other entity executing this order with the Buyer as well as such entity's parent, subsidiary, other affiliated, and successor entities and (ii) said Seller's lower-tier subcontractors who, (a) operate AEDC test or evaluation facilities or (b) handle, receive, reduce, interpret, or transmit data obtained, utilized, or produced in conjunction with testing or evaluation.
- (4) For the purposes of this special order requirement, "Proprietary Information" shall mean information that a company desires to protect against unrestricted disclosure and unauthorized use, and shall include (i) that written or recorded information which a company designates as proprietary by appropriate stamp or legend at the time of first disclosure, and (ii) that information which is orally or visually disclosed to the Seller and which is identified as proprietary at the time of disclosure, is promptly reduced to or identified in writing and marked as proprietary, and forwarded to the Seller.
  - (a) Proprietary information shall not include information which (i) was known to the Seller prior to its receipt from a company or the Buyer; or (ii) was independently developed by the Seller without access to a company's proprietary data; or (iii) is or becomes public knowledge without the fault of the Seller; or (iv) has been lawfully obtained by the Seller without restrictions on disclosure from a source other than a company or the Buyer/Government; or (v) is or becomes available to a third party from a company on an unrestricted basis.

- (b) Other limitations set forth in this order may apply to the use of information and data. The burden of proof as to the applicability of any of the above exceptions shall rest on the Seller.
- c. To avoid, neutralize, or mitigate the potential conflict of interest, the Seller shall not, during performance of the Order, engage (as a prime contractor, subcontractor, supplier, or consultant) in any design, development or production of aerospace or other systems or major subsystems of a type normally developed, tested or evaluated in AEDC facilities without an approved OCI Mitigation Plan. The Air Force Contracting Officer may grant waivers through the Buyer if a potential/perceived conflict clearly does not compromise the Government's fundamental intent to safeguard against (i) conflicting roles which might bias the Seller's judgment/objectivity; (ii) providing the Seller an unfair competitive advantage in Government acquisitions; and/or (iii) constraining the transfer of critical proprietary information required to effectively execute the test mission at AEDC. Requests for waiver under this clause shall be directed in writing to the Buyer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be appropriate and in the best interests of the Government, the Contracting Officer shall grant such waiver in writing and such waiver will be provided to the Seller by the Buyer.
- d. When the Seller has access to proprietary information of other companies, the Seller must agree with each company to protect this information from unauthorized disclosure. The Seller shall enter into written agreements for the protection of the proprietary information of others and provide these agreements to the Buyer for review and approval by the Buyer's Purchasing Representative. The Seller shall not be permitted to use the information in supplying the system, or its components, procured either by formal advertising or negotiation, as a direct result of that study, test or advice. In addition, the Seller is not permitted to use the proprietary data in performing, for the Department of Defense, any competitively obtained contract for any additional study or studies in the same or a closely related field.
- e. The Seller must thoroughly inculcate in its employees, through formal training in company policies and procedures, an awareness of the philosophy of FAR Subpart 9.5 to the end that they will be disciplined in the absolute necessity of refraining from divulging proprietary data, trade secrets, confidential information or restricted data from other companies received in connection with work under this order to any unauthorized person.
- f. The Seller shall require its employees to sign written agreements prohibiting proprietary information disclosure except in accordance with a Buyer-approved plan. This written agreement shall in substance provide that such employee will not, during their employment by the Seller or thereafter, disclose to others or use for their own behalf, trade secrets, confidential information, or restricted data received in connection with the work under this Order. The agreement will acknowledge the employee is trained regarding handling proprietary information and discuss penalties for violations.
- g. If the Seller discovers an actual potential organizational conflict of interest not previously considered and adequately mitigated under this clause and the Buyer-approved OCI Mitigation Plan, the Seller shall make a prompt and full disclosure in writing to the Buyer. This disclosure shall include a description of the action the Seller has taken or proposes to take, or actions recommended to be taken by the Buyer/Government, in order to avoid, neutralize or mitigate the conflict.
- h. The Seller shall report any violation or suspected violation of this clause or the Government-approved OCI Mitigation Plan, whether by its own personnel or those of lower-tier subcontractors, to the Buyer. This report shall include a description of the violation and the actions the Seller has taken or proposes to take to mitigate and avoid repetition of the violation. The Seller shall routinely monitor its proposed business development and shall discuss any real or perceived OCI issues with the Buyer and affected AEDC customers to proactively resolve and/or mitigate those potential OCI issues. After conducting such further inquires and discussions as may be necessary, the Buyer and the Seller shall agree on an appropriate corrective action, if any, or the Buyer shall direct such action, subject to the terms of this Order.

- i. OCI violations are a significant **contract** performance issue. Violations of the OCI Mitigation Plan or this clause may have consequences ranging from award fee decrements, order termination, suspension and debarment, or other appropriate remedies or administrative actions.
- j. The Seller may propose changes to the approved OCI Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporation by order modification or written approval of the revised plan by the Buyer.
- k. The Seller shall include paragraphs (a) through (j) of this clause in every order, purchase order, or other agreement. Exceptions must be approved in writing by the Air Force Contracting Officer through the Buyer.

**The General Provisions Part I take precedence over the Government Provisions Part II.**

**PART II – GOVERNMENT PROVISIONS (COMMERCIAL ITEMS)**

**CLAUSES INCORPORATED BY REFERENCE**

Contract Clauses are hereby incorporated by reference from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Material Command FAR Sup, and the effective dates are those of the Prime Contract F40600-03-C-0001.

**The following clauses apply to this order:**

<u>NO.</u>	<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>
1.	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995)
2.	52.219-8	Utilization of Small Business Concerns (Oct 2000)
3.	52.222-20	Walsh-Healey Public Contracts Act (Dec 1996)
4.	52.222-21	Prohibition of Segregated Facilities (Feb 1999)
5.	52.222-26	Equal Opportunity (April 2002)
6.	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Dec 2001)
7.	52.222-36	Affirmative Action for Workers with Disabilities (June 1998)
8.	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Dec 2001)
9.	52.244-6	Subcontracts for Commercial Items (May 2002)
10.	52.247-63	Preference of U.S.-Flag Air Carriers (Jan 1997)
11.	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003)
12.	252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (March 1999)
13.	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts) March 2000)
14.	5352.223-9001	Health and Safety on Government Installations (June 1997)

**The following clauses apply to this order if the order involves provision of other than domestic components:**

1.	52.225-8	Duty-Free Entry (Feb 2000)
2.	52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
3.	252.225-7001	Buy American Act and Balance of Payments Program (June 2005)

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| 4. | 252.225-7002 | Qualifying Country Sources as Subcontractors (April 2003)   |
| 5. | 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sept. 2006) |
| 6. | 252.225-7012 | Preference for Certain Domestic Commodities (March 2008)  |
| 7. | 252.225-7014 | Preference for Domestic Specialty Metals (June 2005)  |
| 8. | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (June 2005)   |
| 9. | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (March 2006)   |

**The following clauses apply to this order if the order involves provision of hazardous materials:**

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| 1. | 52.223-3      | Hazardous Material Identification and Material Safety Data (Jan 1997)<br>Para (b), Material Identification No: 'If none, insert "none"'   |
| 2. | 52.223-11     | Ozone-Depleting Substances (May 2001)   |
| 3. | 52.223-14     | Toxic Chemical Release Reporting (Oct 2000)   |
| 4. | 252.223-7001  | Hazard Warning Labels (Dec 1991)  |
| 5. | 252.223-7006  | Prohibition on Storage and Disposal of Toxic and Hazardous Materials (April 1993)   |
| 6. | 5352.223-9000 | Elimination of Use of Class I Ozone Depleting Substances (ODS) (April 2003)<br>Para (c), List of Class I ODSs 'It is not anticipated that performance of this contract will require the use of any new Class I Ozone Depleting Substances'; |

**The following clause (with noted deviation) applies to this order if the order involves use of Government-furnished property as part of the order:**

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| 52.245-2 | Government Property (Fixed Price Contracts) (June 2003)<br>Paragraph d entitled, "Use of Government Property" is deleted in its entirety and the following language is inserted in lieu thereof: |
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"The Subcontractor shall use the Government-furnished property only in connection with this Order. The Subcontractor may also use the Government-furnished property on other Government Subcontracts by requesting authorization from Contractor. The "other Government contracts" Contracting Officer as well as the Contractors' Administrative Contracting Officer must approve such usage. The Subcontractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this Order."

**The following FAR clauses apply to this order if the order equals or exceeds \$500,000 unless waived in writing by the Contractor:**

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| 1. | 52.219-9 | Small Business Subcontracting Plan (Jan 2002) - Alternate II (Oct 2001) |
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2. 52.230-2 Cost Accounting Standards (April 1998)
3. 52.230-3 Disclosure and Consistency of Cost Accounting Practices (April 1998)
4. 52.230-6 Administration of Cost Accounting Standards (Nov 1999)
5. 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (April 1996)
6. 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DOD Contracts (Sep 2001)