

SP SECTION 6000 - TOOLING AND TEST EQUIPMENT

SP 6003

SUBJECT: CPL. Government Special Tooling. Special Tooling.

SPECIAL PROVISION TEXT:

This provision establishes responsibilities of McDonnell Douglas Helicopter Systems (Buyer) and Subcontractor/Supplier (Seller) for identification, control and accountability of Special Tooling (ST). It further establishes requirements for records and reports related to the maintenance and disposition of these tools.

1. DEFINITIONS

(A) Special Tooling

All jigs, fixtures, patterns, taps, gauges, other equipment and manufacturing aids, and replacements thereof, which are of such a specialized nature that without substantial modification and alteration their use is limited to the development or production of particular supplies or parts thereof, or the performance of particular services.

(B) Exceptions

(1) Items of equipment listed below are not considered tooling.

- a. Perishable Tools - These consist of catalog items readily available on the open market, which because of their size and nature, are considered expendable. Drills, reamers, taps, snap gauges, and all types of cutting tools are considered perishable tools even though they are altered for production purposes and may be special in nature, unless they are otherwise determined to be accountable. The Seller is expected to provide all universal shop equipment.
- b. Shop Equipment and Durable Tools - This class consists of plant equipment required for producing tools and parts, such as machines, motors, cranes, utility dollies, hoists, adapters and furniture. It will also include all equipment, instruments, and tools used in manufacturing, operating, constructing, and testing activities that are not classified as "special tooling". The Seller is expected to provide all shop equipment.
- c. Seller-Owned Tools - This class includes forging and extrusion dies and molds for permanent mold castings where practice within the industry dictates that the possession shall remain with the Seller. Seller owned tools shall be noted separately on tooling quotations even though by reason of Seller retention they do not fall within the definition of accountable tools. This document however is not otherwise concerned with such tools.

2. OWNERSHIP OF SPECIAL TOOLING

Special Tooling acquired on this or prior Purchase Orders used to perform this Purchase Order/Subcontract is Government Property and shall be used only for this Purchase Order/Subcontract. Tooling will not be modified (except as specified herein), altered, reworked, destroyed, disposed of, or used on any other contract/program or transferred/shipped to a subtier supplier without the express authority of the Buyer. Invoices for special tools fabricated to Buyer's source control drawing will be payable at such time as Seller has completed and submitted a Boeing-Mesa Certified Property List (CPL), to Buyer.

3. IDENTIFICATION OF SPECIAL TOOLING

Special Tooling produced or acquired in support of this program will be permanently marked promptly upon receipt by the Seller. Markings must contain at a minimum the Boeing-Mesa part/tool number, the prime contract by which the tooling was produced or acquired and Property of U.S. Government. Special Tooling previously identified as Property of U.S. Army shall retain its original identification. All identifying markings are subject to examination as Buyer deems necessary.

4. CERTIFIED PROPERTY LIST (CPL)

(A) The Seller shall prepare and submit to the Buyer a list of all Special Tooling produced, procured, or reworked by authority of this Subcontract and/or Purchase Order. This list shall be submitted on a CPL, within sixty (60) days after receipt of Special Tooling acquired on this Purchase Order/Subcontract. Additionally, complete, accurate, signed CPLs for all Boeing-Mesa Government-Owned Property acquired on this and all other prior Purchase Orders/Subcontracts to support this program shall be submitted to Boeing-Mesa in accordance with the Subcontractor's Government Approved Property System or every two years. CPL forms may be obtained upon request from the Boeing-Mesa Government Property Manager or Buyer. The CPL shall include the following data:

- (1) Prime Contract number, Subcontract number and/or Purchase Order Number on which the property was acquired.
- (2) Complete description for each line item of property including Boeing-Mesa part number and Seller's part number.
- (3) Unit Price for each line item of property (lot or group prices are not acceptable). If actual unit price is not available, a "best estimate" cost should be noted followed by the letter "E" for Estimate.
- (4) Location of property should include names and addresses of the Seller, Subtier Supplier(s) or off-site divisional locations, as applicable.

(B) The CPL will be signed by the Seller's Government Property Administrator or an authorized representative, as certification that the document is complete/accurate and in compliance with FAR and contractual requirements.

5. RECORD REQUIREMENTS

(A) The Seller is responsible for maintaining accountability and maintenance records of Government-Owned Special Tooling in accordance with his approved property control system and pursuant to requirements set forth in FARS/DFARS, Part 45. Seller will maintain the official Special Tooling accountability records for his subtier suppliers unless otherwise approved by Buyer. Records are to include:

- (1) Control Records listing ownership, Prime Contract, Subcontract and/or Purchase Order under which special tooling was originally acquired.
- (2) Accountability transfer from one Purchase Order/Subcontract to another.
- (3) Annual physical inventory lists verified and submitted by the Seller to the Buyer for each Purchase Order/Subcontract.
- (4) Disposition authority for tools no longer required to perform the contract and subsequently dispositioned.
- (5) Packing sheet on which the tool was received or shipped.
- (6) Tool number, serial number, (if any).
- (7) Nomenclature or description.
- (8) Unit price.

6. LIABILITY

The Seller assumes the risk and shall be responsible for any loss, destruction or damage of Government-Owned Property while in the Seller's possession, custody or control, or in the possession, custody or control of its sub-tier suppliers, except to the extent that the Seller requests through the Buyer and OBTAINS the Contracting Officer's approval for incorporation of the appropriate Limited Risk of Loss clause in the Purchase Order/Subcontract. The applicable clauses are: FAR 52.245-2 Alternate I for Fixed Price Contracts, FAR 52.245-5 (g) for Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts and FAR 52.245-8 for Facilities Use Contracts. These clauses grant the Seller the right to REQUEST relief of liability for the loss, damage or destruction of Government property. The requirement for these accountability instructions apply equally to all Special Tooling for which the Seller is responsible, regardless of their location. The Seller shall promptly report to the Buyer all cases of loss, damage or destruction of Special Tooling in his possession or its sub-tier supplier's possession. Additionally, those Sellers which have been granted approval to incorporate the applicable clause shall, within sixty (60) days after initial notification of loss, damage or destruction of Special Tooling, formally submit a request to the Buyer for relief of liability in accordance with FAR provisions.

7. RENT-FREE/NON-INTERFERENCE USE

The Special Tooling as listed or appended hereto is authorized for use by the Seller on a rent-free/non interference basis in the performance of this Purchase Order/Subcontract. The Seller warrants, by acceptance of this Purchase Order/Subcontract, that it has not included in its cost under this subcontract any rental charge for the use of such property or the amortization of such property. Further, the Seller agrees that the Seller shall not, either directly or indirectly, through overhead charges or otherwise, seek reimbursement under this Purchase Order/Subcontract for any rental charge paid by the seller or its sub-tier suppliers for the use of the property referred to herein on other contracts.

8. MAINTENANCE

The Seller shall establish a preventive maintenance program for Government-Owned Special Tooling in accordance with Federal Acquisition Regulation (FAR) Subpart 45.509-1. Maintenance and repair records shall be maintained for each item of Government-Owned Special Tooling in Seller's possession and in the possession of Seller's subcontractors. All Government Property shall be maintained from the time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the prime contract.

9. MODIFICATION OF GOVERNMENT-OWNED SPECIAL TOOLING

The following guidelines are provided with regard to modification of tooling as a result of design changes.

- (A) Changes to special tooling which do not require separate review and approval from the Buyer include:
 - (1) Engineering Change Proposals (ECP's) (Class 1) previously approved by the Government covering production end articles and spares.
 - (2) Class II changes which cannot by definition affect tooling configuration. If a potential Class II change appears to affect tooling configuration, it must be upgraded to a Class I change and be submitted for formal review by Buyer.
- (B) Changes to special tooling which do require Buyer's review and approval include, but are not limited to, the following:
 - (1) Changes to produce a new end article model or part configuration which affect the ability to produce the current production end article or spares in support of the end article as currently configured.

- (2) Changes as a result of research and development efforts on an end article program which affect the ability to produce current production end articles or spares in support of the end article as currently configured.
- (3) Any change to Special Tooling, including those previously approved by the Government which will adversely affect the ability to deliver spares in support of the end article as currently configured.
- (4) Changes which affect the capability and durability of tooling, especially if the change will make tooling less durable than originally projected. The Government normally relies upon the Prime Contractor to manage and perform the tool design and tool configuration function. However, where clear contractual authorization to change tooling is not present based on established engineering documentation or procedures and the subcontract, then the Seller must seek guidance/concurrence from the Buyer.

10. DISPOSITION OF SPECIAL TOOLING

- (A) All Special Tooling, either supplied by Boeing-Mesa, produced or acquired by the Seller, shall be dispositioned in accordance with the procedure set forth in FAR part 45 and the Boeing-Mesa Purchase Order which authorized the acquisition of the tools.
- (B) All Special Tooling will be maintained and stored by the Seller until formal disposition instructions are received from Buyer. Under no circumstances shall special tooling be scrapped, sold or otherwise disposed of without prior written authorization from the Buyer.
- (C) When Special Tooling in the Seller's possession is no longer required to perform the Buyer's work requirement, the Seller shall submit to Buyer's Government Property Department, Standard Form 1432 (SF 1432), INVENTORY SCHEDULE D, requesting disposition instructions.
- (D) The Seller will, upon request, promptly review, update, sign, and return copies of the Buyer's tool inventory schedules or related reports submitted for processing.
- (E) If authorization to scrap Special Tooling has been received from the Buyer, the Seller shall proceed to dispose of same through his approved scrap procedure or as otherwise directed by the Buyer.
- (F) The Seller shall, upon request from the Buyer, recommend disposition, determine scrap value, credit Buyer with scrap value of Special Tooling, execute necessary forms related to disposition or movement of Special Tooling, ship Special Tooling in accordance with Buyer's instructions, provide copies of shipping documents and rework information.

SP 6005

SUBJECT: Special Test Equipment. STE.

SPECIAL PROVISION TEXT:

This provision establishes responsibilities of McDonnell Douglas Helicopter Systems (Buyer) and Subcontract/Suppliers (Seller) for identification, control and accountability of Special Test Equipment (STE). It further establishes requirements for records and reports related to the maintenance and disposition of STE in the Seller's custody.

1. DEFINITIONS

STE as defined herein means either single or multi-purpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the electronic, hydraulic, pneumatic, mechanical, or other items as assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity,

causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services.

2. OWNERSHIP OF SPECIAL TEST EQUIPMENT

- (A) STE produced in support of this program or supplied by the Buyer or Government is Government Property and shall be used only for the performance of this Purchase Order/Subcontract unless otherwise specified by Buyer in writing. STE shall not be modified (except as specified herein), altered, reworked or destroyed, disposed of or used on another contract/program or transferred/shipped to a sub-tier supplier without prior written authorization from the Buyer. Invoices for STE acquired on this Purchase Order/Subcontract will be payable after the Seller has submitted a Boeing-Mesa Certified Property List (CPL).
- (B) STE furnished by the Government to the Seller shall be inspected by the Seller immediately upon receipt and Seller shall report in writing, to the Buyer, all discrepancies noted.

3. IDENTIFICATION OF SPECIAL TEST EQUIPMENT

STE produced or acquired in support of this program shall be marked promptly upon receipt with the description, manufacturer, model number, serial number, Seller's Government Property Identification Number (I.D.), prime contract by which the property was acquired and Property of U.S. Government. STE previously identified as Property of U.S. Army shall retain its original identification. All identifying markings are subject to examination as Buyer deems necessary.

4. CERTIFIED PROPERTY LIST (CPL)

- (A) 4.1 The Seller shall prepare and submit to the Buyer a list of all Special Test Equipment (STE) produced, procured, or reworked by authority of this Purchase Order/Subcontract. This list shall be submitted on Buyer's CPL within sixty (60) days after receipt of STE acquired on this Purchase Order/Subcontract. Additionally, complete, accurate, signed CPL's for all Boeing-Mesa Government-Owned Property acquired on this and all other Purchase Orders/Subcontracts for support of this program shall be submitted to Boeing-Mesa in accordance with the Subcontractor's Government Approved Property System or every two years. CPL forms may be obtained upon request from the Boeing-Mesa Government Property Manager or Buyer. The CPL shall include the following data:
 - (1) Prime Contract number, Subcontract number and/or Purchase Order number on which the property was acquired.
 - (2) Complete description for each line item of property including the manufacturer of the STE, model number, serial number and the Seller's Government Identification Number (I.D.).
 - (3) Unit Price for each line item of property (lot or group prices are not acceptable). If actual unit price is not available, a "best estimate" cost should be noted followed by the letter "E" for Estimate.
 - (4) Location of property shall include names and addresses of sub-tier Supplier(s) or off-site locations, as applicable.
- (B) The CPL shall be signed by the Seller's Government Property Administrator or an authorized representative, as certification that the data contained therein is a complete and accurate accounting of all STE acquired on the indicated Purchase Order/Subcontract and that markings, records and control of Government Property are in compliance with FAR, Part 45.

5. RECORD REQUIREMENTS

- (A) The Seller is responsible for maintaining accountability and maintenance records of Government-Owned STE in accordance with an approved property control system and

pursuant to requirements set forth in FAR/DFARS, Part 45. Seller shall maintain the official STE accountability records and be accountable for its sub-tier supplier(s) unless otherwise approved by the Buyer. Records are to include:

- (1) Control records listing ownership, Prime Contract, Subcontract/Purchase Order under which STE was acquired or furnished
- (2) Manufacturer of the STE, model and serial no.
- (3) Accountability transfer from one Subcontract/Purchase Order to another.
- (4) Annual physical inventory lists which were verified and submitted by the Seller for each Subcontract and/or Purchase Order.
- (5) Disposition authority for STE no longer required to perform the Subcontract/Purchase Order subsequently dispositioned.
- (6) Packing sheet on which the STE was received or shipped.
- (7) Seller's Government Property Identification Number.
- (8) Unit price.

6. LIABILITY

The Seller assumes the risk of and shall be responsible for any loss, destruction or damage of Government-Owned Property while in the Seller's possession, custody or control, or in the possession, custody or control of its sub-tier suppliers, except to the extent that the Seller requests through the Buyer and OBTAINS the Procuring Contracting Officer's approval for incorporation of the appropriate Limited Risk of Loss clause in his Purchase Order/Subcontract. The applicable clauses are: FAR 52.245-2 Alternate I for Fixed Price contracts, FAR 52.245-5 (g) for Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts and FAR 52.245-8 for Facilities Use Contracts. These clauses grant the Seller the right to REQUEST relief of liability for loss, damage or destruction of Government Property. The requirement for these accountability instructions apply equally to all STE in its possession or its sub-tier suppliers. Additionally, those Sellers that have been granted contractual approval shall, within sixty (60) days after initial notification of loss, damage or destruction of STE, formally submit a request to the Buyer for relief of liability in accordance with FAR provisions.

7. RENT-FREE/NON-INTERFERENCE

The STE as listed and/or appended hereto is authorized for use by the Seller on a Rent-Free/Non-Interference basis in the performance of this Purchase Order/Subcontract. The Seller warrants that it has not included in its cost under this subcontract any rental charge for the use of such property or the amortization of such property. Further, the Seller agrees that it shall not, either directly or indirectly through overhead charges or otherwise, include in the cost of this subcontract or otherwise seek reimbursement under this subcontract for any rental charge paid by the Seller or its sub-tier suppliers for the use of the property referred to herein on other contracts.

8. MAINTENANCE

The Seller shall establish a preventive maintenance program for Government-Owned STE in accordance with FAR, Subpart 45.509-1 and as prescribed in applicable Government and/or commercial Technical Manuals. Maintenance and repair records shall be maintained for each item of STE in Seller's possession and in the possession of Seller's subcontractor(s). All Government property shall be maintained from time of receipt until properly relieved of responsibility, in accordance with sound industrial practice and the terms of the prime contract.

9. MODIFICATION OF GOVERNMENT-OWNED STE

STE shall not be modified, altered, reworked, destroyed or used on any other contract/program without written authorization from the Buyer.

10. DISPOSITION OF SPECIAL TEST EQUIPMENT

- (A) Immediately after it becomes known that Government-Owned STE will no longer be required to perform the Buyer's work requirements, the Seller shall notify Buyer. This notification will be accomplished by submission of Standard Form 1432, INVENTORY SCHEDULE D, to Buyer's Government Property Department.
- (B) STE procured or supplied by the Buyer is Government-Owned Property and shall not be dispositioned or transferred to a sub-tier supplier without written authorization from Buyer.
- (C) All STE shall be maintained and stored by the Seller until formal disposition instructions are received from the Buyer. Under no circumstances shall STE be scrapped, sold or otherwise disposed of without prior written authorization from the Buyer.
- (D) Seller shall upon written request, recommend disposition, determine scrap value, credit Buyer with scrap value of STE, execute necessary forms related to disposition, provide copies of shipping documents and rework information, ship STE in accordance with Buyer instructions and provide any other information required by Buyer.

SP 6010

SUBJECT: Calibration/Maintenance ST/STE. Maintenance/Calibration ST/STE.

SPECIAL PROVISION TEXT:

Cost of tool and test equipment maintenance and/or calibration for production shall be the Seller's responsibility. Maintenance required by this special condition shall consist of the following:

1. replace tooling pins and keys and consumed composite tools;
2. repair elongated tooling holes, work keyways and to print tolerances;
3. clean and polish working surfaces of dies as required to prevent scoring or marking of parts;
4. protect entire die with anti-oxidant (everlube or equivalent) after each run of parts;
5. perform minor rework. Cost of any tool rework or replacement which is deemed beyond "minor" shall be negotiated separately as the need arises;
6. calibration of test equipment at an interval prescribed herein.

SP 6015

SUBJECT: Non-interference use - Special Tooling. Rent Free Use – ST. Special Tooling – Rent Free Use.

SPECIAL PROVISION TEXT:

The Special Tooling as listed or appended hereto is authorized for use by the Seller on a rent-free/non-interference basis in the performance of this Purchase Order/Subcontract. The Seller warrants by acceptance of this Purchase Order/Subcontract that it has not included in its cost under this subcontract any rental charges for the use of such property or the amortization of such property. Further, the Seller agrees that it shall not, either directly or indirectly through overhead charges or otherwise, include in the cost of this subcontract or otherwise seek reimbursement under this subcontract for any rental charge paid by the Seller or its sub-tier subcontractor(s) for the use of the property referred to herein on other contracts.

All Government-Owned Property, acquired or furnished by the Government and/or the Buyer for specific use in performance of this Purchase Order, shall be administered and accounted for in accordance with Federal Acquisition Regulation (FAR), Part 45.

SP 6018

SUBJECT: Insurance – Tooling/STE. Tooling/STE Insurance.

SPECIAL PROVISION TEXT:

Seller shall, at its own expense, carry sufficient insurance to cover replacement cost of all Boeing-Mesa/Government-Owned Tooling and/or Special Test Equipment in its possession, including those tools that were Boeing-Mesa and/or Government furnished. Policies for such insurance shall be subject to approval by Boeing-Mesa and shall name Boeing-Mesa and/or the Government as the named insured or shall include a loss payable clause to Boeing-Mesa and/or the Government as their interest may appear.

SP 6019

SUBJECT: Government Furnished Property Accounting. Government Furnished Property.

SPECIAL PROVISION TEXT:

Seller will be supplied with Government Furnished Property which is to be utilized for incorporation in (delivery with) end items ordered, and/or for testing purposes in accordance with Federal Acquisition Regulation (FAR) Subpart 45.5 and Boeing-Mesa contractual requirements.

Seller shall establish an approved property accountability procedure as defined in FAR Part 45. Records will contain at a minimum, description and National Stock Number (NSN) of item, quantity received, fabricated, issued and on hand, unit price, unit of measure, acquiring prime contract number, location, disposition, posting reference and date of transaction.

SP 6021

SUBJECT: Die Equipment. Forging Die Equipment. Tooling Identification.

SPECIAL PROVISION TEXT:

Forging die equipment produced will be permanently marked for tool identification in addition to any markings forged on the parts through cavity markings. These additional markings are to include the Buyer's Part Number and the Buyer's Purchase Order/Subcontract Number.

Die equipment specified herein is the property of the Seller but will be maintained in good condition by the Seller for the Buyer's and Government's exclusive use for a period of not less than seven (7) years after the last production of parts therefrom, including those from latest changes, except that in no event will Seller dispose of dies without written authorization from the Buyer.

Seller shall provide the Buyer with a properly prepared Boeing-Mesa Certified Property List (CPL). Payment of invoices will be held pending receipt of the Certified Property List and acceptance of the first parts made from these tools.

Seller agrees that drawings, Special Tooling and technical data furnished by Buyer is proprietary to the Buyer for its exclusive use. Seller further agrees that production, overhaul, or sales of material using these proprietary drawings data or Special Tooling to anyone other than the Buyer is expressly forbidden without prior written consent of the Buyer.

If a Government prime contract number is referenced on the face of this Purchase Order/Subcontract and in the event the Seller receives a request for information or solicitation for an offer from the U.S. Government which would require the use of the drawings, special tooling or technical data contained in the above for sales to the U.S. Government, Seller shall immediately notify Buyer. Buyer shall advise whether the request for information or solicitation calls for items or concerns a subject in which Buyer claims proprietary rights. Seller may use the drawings, data and/or tooling to the extent that the U.S. Government claims "Unlimited" or "Government Purpose" rights under any prime contract for the purpose of responding to requests for information or sales directly to the U.S. Government unless Seller is notified by Buyer that it disputes a Government claim to such "Unlimited" or "Government Purpose" right.

SP 6028

SUBJECT: ST/STE Accountability PO.

SPECIAL PROVISION TEXT:

In the event Special Tooling and/or Special Test Equipment is purchased by Boeing-Mesa under this Purchase Order/Subcontract, Boeing-Mesa may subsequently elect to issue a separate no-charge Purchase Order for the control, accountability and reporting of such Special Tooling and/or Special Test Equipment in accordance with the applicable provisions of this Purchase Order/Subcontract. Seller agrees to accept such no-charge Purchase Order which is to facilitate the administrative activities associated with the control, accountability and reporting requirements of Special Tooling and/or Special Test Equipment.

SP 6030

SUBJECT: Rent-Free Use Not Authorized.

SPECIAL PROVISION TEXT:

Rent-free use of Government facilities, Special Tooling and Special Test Equipment is NOT authorized. The use of facilities, tooling and test equipment accountable under a direct U.S. Government supplier facility or supply contract will result in rent being assessed to Seller by the U.S. Government. Seller hereby acknowledges by acceptance of this Purchase Order/Subcontract, that this rent has been considered and included in the price of goods to be supplied on this Purchase Order/Subcontract. Seller shall give priority in the use of the property to performing contracts and subcontracts of the Contracting Officer having cognizance of the property and shall not undertake any work involving the use of the property which would interfere with performing Government contracts.

SP 6031

SUBJECT: Rent-Free Use Authorized.

SPECIAL PROVISION TEXT:

The Government Property listed or appended hereto is authorized for use on a rent-free basis for the performance of this Purchase Order/Subcontract. Use of this property shall not interfere with foreseeable requirements of the United States Government.

SP 6034

SUBJECT: Boeing-Mesa provided ST/STE.

SPECIAL PROVISION TEXT:

Special Tooling (ST)/Special Test Equipment (STE) is provided by Boeing-Mesa for performance of this Purchase Order/Subcontract. The Seller shall be financially responsible for the loss, damage or destruction of this property. The property shall be used only for this Purchase Order/Subcontract unless otherwise directed by the Buyer. Upon completion of this Purchase Order/Subcontract or as directed by the Buyer, the property shall be returned to Boeing-Mesa in as good condition as supplied to the Seller except for reasonable wear and tear.

ST/STE returned to Boeing-Mesa shall be carefully packaged to avoid damage in transit and shall be packaged separately from hardware and clearly marked ST/STE.

SP 6046

SUBJECT: Marking Patterns/Molds. Pattern and Mold Marking.

SPECIAL PROVISION TEXT:

All patterns or mold equipment used by Seller in the performance of this Purchase Order/Subcontract must be legible and durably marked in ink, paint, or stencil, with the Boeing-Mesa part number and latest change letter prior to return shipment to Boeing-Mesa.

SP 6050

SUBJECT: Gauges/Fixtures. Govt./Boeing-Mesa Furnished Gauges/Fixtures. Boeing-Mesa/Govt. Furnished Gauges/Fixtures.

SPECIAL PROVISION TEXT:

Boeing-Mesa FURNISHED INSPECTION GAUGES AND FIXTURES

The Seller shall:

1. For purposes of acceptance or rejection, use inspection fixtures/gauges furnished or funded by Boeing-Mesa and/or the U.S. Government as a media of inspection;
2. Be responsible for maintaining the acceptable condition of furnished inspection fixtures/gauges;
3. Notify Buyer in the event damage occurs, or for any other reason in which Boeing-Mesa would consider the inspection fixture/gauge not usable for its intended use;
4. Return the inspection fixture/gauge for reinspection or revalidation when notified by Boeing-Mesa, either by the Purchase Order/Subcontract line item delivery schedule herein, or separate notice;
5. Upon completion of this Purchase Order/Subcontract, return the property to Boeing-Mesa unless otherwise directed by the Buyer. Property shall be carefully packaged to avoid damage in transit, packaged separately from hardware and clearly marked as Measuring and Test Equipment (M&TE).

SP 6076

SUBJECT: Accountability Transfer. Transfer of Accountability.

SPECIAL PROVISION TEXT:

Seller shall adjust all records of Government/Boeing-Mesa Property listed or appended to this Purchase Order/Subcontract as follows: Transfer accountability from Purchase Order/Subcontract _____ to Purchase Order/Subcontract _____.

Accountability will remain with this Purchase Order/Subcontract until all deliveries are complete and/or until further directed by the Buyer to transfer accountability to a follow-on Purchase Order/Subcontract.

SP 6078

SUBJECT: Accountability to Facilities Contract. Facilities Contract. Government Property Accountability Contract.

SPECIAL PROVISION TEXT:

All Property listed or appended to this Purchase Order/Subcontract is allocable to the AH-64 Apache Program. The Seller shall adjust all records of this property to show accountability under Boeing-Mesa Facilities Use Contract DAAH23-00-E-0003 with the Government. Accountability will remain with this Government contract until 1 May 2005 or as directed by the Buyer. Accountability on previous Purchase Orders/Subcontracts shall be transferred to this Purchase Order/Subcontract.

SP 6079

SUBJECT: Tooling.

SPECIAL PROVISION TEXT:

This provision is applicable if Boeing provides tooling to Seller: If Seller deems Boeing Furnished tools are not in tool design tolerance, Seller shall 1) reject the tool and remove from manufacturing, 2) quarantine all parts manufactured /inspected to said tooling and/or make determination of any product that may have been delivered and produced from the tool subsequent to the last tool certification date, and 3) contact the undersigned Boeing Buyer for further direction.

