



Special Provisions

Form D1 4305 1500 (Rev. 2/96)

(Applicable only to the extent called out in the Purchase Contract)

P. PURCHASE CONTRACT ADMINISTRATION

1. LIMITATION OF LIABILITY. The clause set forth in DAR 7-104.45(a), "Limitation of Liability", is incorporated by reference.
2. VALUE ENGINEERING INCENTIVE. Form DF 4400-524 (Orig. 11/74), "Value Engineering Incentive", is incorporated by reference.
3. DUTY-FREE ENTRY. The clause set forth in FAR 52.225-10, "Duty-Free Entry", is incorporated by reference. "Contracting Officer" shall mean Buyer; the words "twenty (20) days" and "ten (10) days" in paragraphs (b)(1) and (b)(2) of the clause are revised to read "twenty-five (25) days" and "fifteen (15) days", respectively.
4. CERTAIN COMMUNIST AREAS. The clause set forth in FAR 52.225-11, "Certain Communist Areas", is incorporated by reference. "Contracting Officer" shall mean Buyer.
5. VISA DENIAL. Seller agrees to notify the Department of State, Washington, D.C., Attention: Director, Bureau of Politico - Military Affairs, and the Director OFCCP, when he has knowledge of any employee or potential employee being denied an entry visa to a country in which the Seller is required to perform this contract and he believes such denial is attributable to race, religion, sex or national origin of the employee or potential employee.
6. EXCLUSIONARY POLICIES. The clause set forth in DAR 7-104.97/DFARS 252.225-7019, "Exclusionary Policies and Practices of Foreign Governments", is incorporated by reference.
7. SPONSORSHIP
 - A. Seller agrees that any release of information relating to this contract shall include a statement to the effect that the project or effort depicted was or is sponsored by the Government agency identified in the prime contract as the sponsor thereof.
 - B. For the purpose of this clause, "information" includes, but is not limited to news released articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.
 - C. Nothing in the foregoing shall affect compliance with the requirements of any clause of this contract relating to security requirements.
 - D. Seller shall include this provision in any subcontract awarded as a result of this contract.
8. BUY AMERICAN. Seller shall comply with the provisions of FAR 52.225-9, "Buy American Act - Trade Agreements Act - Balance of Payments Program", incorporated by reference.
9. GSA SOURCE. This contract is placed pursuant to written Government authorization, a copy of which is attached. In the event of any inconsistency between the terms and conditions of this contract and those of your Federal Supply Schedule Contract, the latter will govern.
10. KEY PERSONNEL. Seller acknowledges and agrees that Seller is to utilize the individuals named elsewhere herein on a full-time basis for the performance of the work required by this contract; and for Seller substitution of any other personnel for such individual(s), Seller shall obtain the advanced written approval of Buyer.
11. SUBCONTRACTOR MANAGEMENT. Seller is responsible for management of its subcontractors/suppliers/vendors with visibility through the lowest tier of subcontractors. Seller shall conform with the intent of Department of Defense acquisition policies outlined in DoD Directive 5000.1. The flowdown of Government technical requirements to subcontractors shall reflect reasonable allocations to avoid unwarranted costs. Seller shall encourage, and where applicable, shall require its subcontractors to submit risk analyses, alternate technical proposals

and proposals for off-the-shelf hardware and a means of achieving practical tradeoffs. Any technical, schedule, and/or cost problems encountered by subcontractors shall be reported to Buyer. In addition, the Government with the concurrence of the Buyer shall have the right of access to the Seller and all subcontractors at any tier for the purpose of reviewing progress and witnessing testing.

12. **SUBCONTRACT MANAGEMENT.** Seller is responsible for the management of its subcontractors/suppliers/vendors with visibility through the lowest tier of subcontractors. The Seller shall ensure that each lower tier subcontract contains all applicable specifications, special requirements, and clauses needed to comply with the requirements of this contract. Seller shall encourage and, where applicable, shall require its subcontractors to submit risk analyses, alternate technical proposals and proposals for off-the-shelf hardware as a means of achieving practical tradeoffs. Any technical, schedule, and/or cost problems encountered by the Seller or its subcontractors shall be promptly reported to the Buyer.
13. **CONTRACTOR NOTICE REGARDING LATE DELIVERY.** In the event Seller for any reason anticipates or encounters difficulty in complying with this contract delivery schedule or date, or in meeting any of the other requirements of this contract, it shall immediately notify Buyer, in writing, giving pertinent details; provided, however, that this notice shall be informational only in character and that its receipt by Buyer shall not be construed as, or a basis for, waiver by the Buyer (i) of any delivery schedule or date, (ii) of compliance with any other contract requirement by the Seller or (iii) of any other rights or remedies provided to the Buyer by law or under this contract.
14. **DEFINITIONIZATION.** Seller agrees to enter into good faith negotiations with Buyer in the future and at Buyer's request, regarding the inclusion, revision, or deletion of provisions of this contract as a result of the definitionization of the prime contract between Buyer and the Government.
15. **SF1411 CONTRACT PRICING PROPOSAL FORMS AND SF1412, CLAIM FOR EXEMPTION.**
 1. SF1411, Contract Pricing Proposal shall be used whenever Seller or subcontractor cost or pricing data is required pursuant to this contract; or if applicable. Seller may submit a written Claim for Exemption from Certified Cost or Pricing Data, shall be used whenever exemption from part or all of the cost pricing data requirements is claimed by reason of established catalog or market price or price set by law or regulation.

"Cost Elements" and estimates in SF1411 may be presented in a different format, acceptable to the Buyer, where the Seller's or subcontractor's accounting system makes the use of the prescribed format impracticable or when required for a more effective and efficient presentation of cost or pricing information. In such cases, a signed SF1411 or one of the special forms is required to be submitted and fully accomplished as to all items except that the "Cost Elements" and the "Proposed Contract Estimate" may be accomplished by making reference to the Seller's or subcontractor's format.
 2. The form must be signed and completely documented in accordance with the instructions and footnotes on the reverse of the form and further explained in the Armed Services Procurement Regulation Manual for Contract Pricing (ASPM No. 1). The Manual may be obtained through the local DCAA or DCAS office or a copy may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
 3. The Seller agrees to insert this clause, including this Paragraph (C), in all subcontracts hereunder whenever subcontractor cost or pricing data is required or an exemption is claimed as provided within Paragraphs (A) and (B) above.
16. **BUYER APPROVALS.** Seller agrees that any and all Buyer approvals of Seller's technical and quality specifications, drawings, plans, procedures, and reports shall neither relieve Seller from Seller's obligations to perform all of the requirements of this contract nor be used as conclusive evidence of Seller compliance with such requirements.
17. **STATUS REVIEWS.** Buyer or Contracting officer (or his representative), with the concurrence of Buyer, may visit Seller's facilities to review progress, discuss problems/failures and witness testing pertaining to the requirements of this contract. Seller shall provide adequate information in response to reasonable requests of Buyer or Contracting Officer or his authorized representative on contract performance as required.
18. **COOPERATIVE EFFORT (AEROSPACE).** In the performance of this contract, Seller, with the approval of Buyer, agrees to cooperate with the Aerospace Corporation by responding to invitations to meetings for authorized personnel, by providing access to technical information and research and development planning data (in original or reproduced form and excluding financial data), by delivering data as specified in this contract, and by discussing technical matters

relating to this program. Subject to applicable security procedures and with the approval of the Buyer, Aerospace Corporation personnel engaged in effort pertaining to work under this contract are authorized access to all technical information covering work under this contract, including limited rights information. This requirement to cooperate shall be placed in all subcontracts/orders with vendors at any tier.

19. COOPERATIVE EFFORT (TRW). In the performance of this contract, Seller, with the approval of Buyer, agrees to cooperate with TRW by responding to invitations to meetings from authorized personnel, by providing access to technical information and research and development planning data (in original or reproduced form and excluding financial data), by delivering data as specified in this contract, and by discussing technical matters relating to this program. Subject to applicable security procedures and with the approval of the Buyer, TRW personnel engaged in effort pertaining to work under this contract are authorized access to all technical information covering work under this contract, including limited rights information. This requirement to cooperate shall be placed in all subcontract/orders with vendors at any tier.
20. LIMITATION OF LIABILITY. The clause set forth in FAR 52.246-23, "Limitation of Liability" is incorporated by reference.
21. LIMITATION OF LIABILITY - HIGH VALUE ITEMS. The clause set forth in FAR 52.246-24, "Limitation of Liability - High Value Items," is incorporated by reference.
22. LIMITATION OF LIABILITY (SERVICES). The clause set forth in FAR 52.246-25, "Limitation of Liability - Services", is incorporated by reference.
23. CAPTURE AND DETENTION. The clause set forth in DFARS 252.228-7003, "Capture and Detention", is incorporated by reference. In paragraph (c), "Government" shall mean Government or Buyer.
24. PREFERENCE FOR DOMESTIC COMMODITIES. The clause set forth in DAR 7-104.13/DFARS 252.225-7009, "Preference for Certain Domestic Commodities," is incorporated by reference.
25. QUALIFYING COUNTRY SOURCES. The clause set forth in DAR 7-104.106/DFARS 252.225-7002, "Qualifying Country Sources as Subcontractors," is incorporated by reference.
26. BUY AMERICAN ACT. The clause set forth in DFARS 252.225-7001, "Buy American Act and Balance of Payments Program," is incorporated by reference.
27. PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS. DFARS 252.225-7015, "Preference for Domestic Hand or Measuring Tools, is incorporated by reference.
28. CONTRACTORS SUBJECT TO ON-SITE INSPECTION. DFARS 252.209-7001, "Acquisitions from Defense Contractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF)," is incorporated by reference.
29. CONTRACTORS SUBJECT TO ON-SITE INSPECTION. DFARS 252.209-7000, "Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INT) Treaty," is incorporated by reference.
30. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions," is incorporated by reference. The Disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Materiel Representative.
31. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. FAR 52.203-11, "Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions," is incorporated herein by reference. Seller's signed proposal provided the required certification.
32. PROCUREMENT INTEGRITY. As an express condition of the award of this subcontract, (or subcontract modification) Seller represents and warrants to Buyer that in relation to the award of the prime contract (or prime contract modification) under which this subcontract is issued, Seller has complied, and will continue to comply, in all respects with the Procurement Integrity provisions of the Office of Federal Procurement Policy Act Amendments of 1988 (the Act), 41 U.S.C. 423, and its implementing Federal Acquisition Regulations (see FAR 3.104), as amended. Seller further agrees that it shall comply with the Act and implementing regulations, as amended, in relation to any and all modifications or extensions of the prime contract under which this subcontract is issued. For violations of the Act by the Seller or Seller's subcontractors, as determined by notice from the U.S. Government:
 1. Seller shall reimburse the Buyer, by contract price adjustment or otherwise, the amount by which Buyer's price or fee is reduced pursuant to FAR 52.203-10, and
 2. Buyer shall have the right to terminate this subcontract for default. The rights and remedies of Buyer provided for under this clause are in addition to any other rights and remedies provided by law or under this contract. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of this contract.

33. TRANSPORTATION OF SUPPLIES BY SEA. DFARS 252.247-7203, "Transportation of Supplies by Sea", is incorporated by reference. "Contractor" shall mean Seller, except in paragraph g.
34. TRANSPORTATION OF SUPPLIES BY SEA. DFARS 252.247-7023, "Transportation of Supplies by Sea," is incorporated by reference.
35. NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA. DFARS 252.247-7204, "Notification of Transportation of Supplies by Sea," is incorporated by reference. "Contracting Officer" shall mean Buyer and the phrase "at 252.247-7202" is deleted.
36. NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA. DFARS 252.247-7024, "Notification of Transportation of Supplies by Sea," is incorporated by reference.
37. BUY AMERICAN ACT - SUPPLIES. Seller shall comply with the provisions of FAR 52.225-3, "Buy American Act - Supplies", which is incorporated by reference.
38. NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. FAR 52.222-18, "Notification of Employee Rights Concerning Payment of Union Dues or Fees," is, except for paragraph (d), incorporated by reference.
39. TECHNICAL DATA EXPORT CONTROL. Technical data provided to the Seller by the Buyer or its customer in support of this solicitation/contract is subject to the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR). Accordingly, the Seller must obtain approval from the U.S. Department of State (ITAR) or U.S. Department of Commerce (EAR) before exporting such technical data, including any disclosure to foreign nationals.
40. ACQUISITION STREAMLINING. DFARS 252.210-7005, "Acquisition Streamlining," is incorporated by reference.
41. ACQUISITION STREAMLINING. DFARS 252.210-7003, "Acquisition Streamlining," is incorporated by reference.
42. EXCLUSIONARY POLICIES. DFARS 252.225-7028, "Exclusionary Policies and Practices of Foreign Governments," is incorporated by reference.
43. FREQUENCY AUTHORIZATION. DFARS 252.235-7003, "Frequency Authorization," is incorporated by reference. "Contracting Officer" means Buyer.
44. BUY AMERICAN ACT - SUPPLIES UNDER EUROPEAN COMMUNITY AGREEMENT. FAR 52.225-17, "Buy American Act - Supplies Under European Community Agreement," is incorporated by reference.
45. NAFTA IMPLEMENTATION ACT. DFARS 252.225-7036, "North American Free Trade Agreement Implementation Act," is incorporated by reference.
46. SELLER NOTICE OF DISCREPANCIES. Seller will notify Buyer in writing when discrepancies in the Seller's process or product are discovered or suspected which may affect parts or assemblies Seller has delivered or will deliver under this contract.

SPECIAL PROVISIONS:

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