

**ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS  
ISSUED UNDER GOVERNMENT CONTRACTS**

If this order is placed pursuant to a Government prime or subcontract referenced by number or otherwise in this purchase contract, in addition to those set forth in the Purchase Contract/Order Terms and Conditions the following clauses, as set forth in Federal Acquisition Regulation (FAR), are incorporated herein and are applicable hereto by this reference except for those clauses which are exempt in FAR or the clauses themselves because of the dollar value of this purchase contract. Where necessary to make the context of these clauses applicable to this purchase contract, the term "Contractor" shall mean "Seller", the term "Contract" shall mean this "Purchase Contract", and the terms "Government", "Contracting Officer", and equivalent phrases shall include "Buyer". All referenced FAR paragraph numbers refer to current paragraphs and revisions in effect as of the date of the Government prime contract referenced in this purchase contract, or are revised versions published by the U.S. Government. Copies of FAR may be obtained on the internet at <http://www.arnet.gov/far>. Copies of specifications, standards, and data item descriptions may be obtained through the DoDSSP Internet site at <http://www.dodssp.daps.mil/>

**(a)  
FAR  
PARAGRAPH      CLAUSE TITLE**

52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics & Conduct (Apr 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (May 2011)
52.204-9	Personal Identify Verification of Contractor Personnel (Sep 2007) Applies when Seller is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012)
52.209-1	Qualification Requirements (Feb 1995)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (Jan 2006)
52.211-5	Material Requirements (Aug 2000)
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)
52.212-4	Contract Terms and Conditions – Commercial Item (June 2010)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Apr 2011)
52.213-4	Terms and Conditions – Simplified Acquisitions Other than Commercial Items (Aug 2012)
52.215-2	Audit and Records – Negotiation (Oct 2010)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (Aug 2011)
52.215-12	Subcontractor Cost or Pricing Data (Oct 2010)
52.215-13	Subcontractor Cost or Pricing Data-Modifications (Oct 2013)
52.215-14	Integrity of Unit Prices, Alternate I (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-23	Limitations on Pass-Through Clauses (Oct 2009)
52.216-7	Allowable Cost and Payment (June 2011)
52.219-8	Utilization of Small Business Concerns (Jan 2011)
52.219-9	Small Business Subcontracting Plan (Jan 2011)
52.219-14	Limitations on Subcontracting (Dec 1996)
52.219-16	Liquidated Damages--Subcontracting Plan (Jan 1999)
52.219-28	Post-Award Small Business Program Representation (Apr 2012)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)

52.222-19	Child Labor—Cooperation with Authorities & Remedies (Mar 2012)
52.222-20	Walsh-Healey Public Contracts Act (Oct 2011)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-29	Notification of Visa Denial (Jun 2003)
52.222-35	Equal Opportunity for Veterans (Sep 2010)
52.222-36	Affirmative Action for Workers with Disabilities (Oct 2010)
52.222-37	Employment Reports on Veterans (Sep 2010)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010)
52.222-41	Service Contract Act of 1965 (Nov 2007)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration or Repair of Certain Equipment (Nov 2007)
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services (Feb 2009)
52.222-54	Employment Eligibility Verification (July 2012)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-6	Drug-Free Workplace (May 2001)
52.223-7	Notice of Radioactive Materials (Jan 1997)
52.223-11	Ozone-Depleting Substances (May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-5	Trade Agreements (Aug 2009)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-3	Patent Indemnity (Apr 1984)
52.227-9	Refund of Royalties (Apr 1984)
52.227-10	Filing of Patent Applications--Classified Subject Matter (Dec 2007)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.229-4	Federal, State, and Local Taxes (State & Local Adjustments) (Feb 2013)
52.229-6	Taxes-Foreign Fixed-Price Contracts (Dec 2010)
52.230-2	Cost Accounting Standards (May 2012)
52.230-6	Administration of Cost Accounting Standards (June 2010)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-18	Availability of Funds (Apr 1984) Applies when Seller is supporting Allison Transmission (ATI) under a U.S. Government cost type contract or CLIN.
52.232-22	Limitation of Funds (Apr 1984)
52.232-23	Assignment of Claims, Alternate I (Apr 1984)
52.232-25	Prompt Payment (Oct 2008)
52.233-3	Protest After Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)
52.237-3	Continuity of Services (Jan 1991)
52.242-1	Notice of Intent of Disallow Costs (Apr 1984)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop Work Order (Aug 1989) and Alt. 1 (Apr 1984)
52.242-17	Government Delay of Work (Apr 1984)
52.243-1	Changes Fixed Price (Aug 1987)
52.243-2	Changes Cost Reimbursement, Alternate II (Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Dec 2010)
52.245-1	Government Property (April 2012)
52.245-9	Use and Charges (Govt. Property) (Aug 2010)
52.246-2	Inspection of Supplies – Fixed Price (Aug 1996)
52.246-3	Inspection of Supplies – Cost Reimbursement (May 2001)
52.246-4	Inspection of Services – Fixed Price (Aug 1996)
52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984)
52.246-15	Certificate of Conformance (Apr 1984)
52.246-16	Responsibility for Supplies (Apr 1984)
52.246-23	Limitation of Liability (Feb 1997)
52.246-24	Limitation of Liability-High Value Items (Feb 1997)
52.247-63	Preference for U.S. - Flag Air Carriers (June 2003)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)
52.247-67	Submission of Transportation Documents for Audit (Feb 2006) (Note: Subpart C Submissions to be Sent to TACOM, DCMA, and DCAA)
52.248-1	Value Engineering (Oct 2010)

**ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS  
ISSUED UNDER GOVERNMENT CONTRACTS**

52.249-2 Termination for Convenience of the Government (Fixed-Price) (April 2012)  
 52.249-6 Termination (Cost Reimbursement) (May 2004)  
 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)  
 52.252-2 Clauses Incorporated by Reference (Feb 1998)  
 52.252-6 Authorized Deviations in Clauses (Apr 1984)  
 52.253-1 Computer Generated Forms (Jan 1991)

The following clauses are incorporated herein from the DoD FAR Supplement by reference, with the same force and effect as if they were given in full text.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)  
 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)  
 252.203-7003 Agency Office of the Inspector General (Dec 2012)  
 252.204-7000 Disclosure of Information (Dec 1991)  
 252.204-7002 Payment for Subline Items Not Separately Priced (Dec 1991)  
 252.204-7003 Control of Government Personnel Work Product (Apr 1992)  
 252.204-7008 Export Controlled Items (April 2010)  
 262.204-7012 Controlled Unclassified Information (CUI)  
 252-205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)  
 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Dec 2006)  
 252.211-7003 Item Identification and Valuation (Dec 2011)  
 252.211-7005 Substitutions for Military or Federal Specifications and Standards (Nov 2005)  
 252.211-7006 Passive Radio Frequency Identification (Sept 2011)  
 252.215-7000 Pricing Adjustments (Dec 2012)  
 252.215-7002 Cost Estimating System Requirements (Dec 2012)  
 252.219-7003 Small Business Subcontracting Plan (Aug 2012)  
 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)  
 252.223-7001 Hazard Warnings Labels (Dec 1991)  
 252.223-7008 Prohibition of Hexavalent Chromium (May 2011)  
 252.225-7001 Buy American Act and Balance of Payments Program (Dec 2012)  
 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 2012)  
 252.225-7004 Report of Intended Performance Outside the United States and Canada—Submission after Award (Oct 2010)  
 252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (Oct 2010)  
 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sept 2006)  
 252.225-7008 Restriction on Acquisition of Specialty Metals (July 2009)  
 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (March 2013)  
 252.225-7012 Preference for Certain Domestic Commodities (Jun 2012)  
 252.225-7013 Duty-Free Entry (June 2012)  
 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)  
 252.225-7016 Restrictions on Acquisition of Ball and Roller Bearings (Jun 2011)  
 252.225-7021 Trade Agreements (Nov 2012)  
 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)  
 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)  
 252.225-7030 Restriction on Acquisition of Carbon Alloy & Armor Steel Plate (Dec 2006)  
 252.225-7033 Waiver of United Kingdom Levies (Apr 2003)  
 252.225-7036 Buy American Act, Free Trades Agreement, Balance of Payment Program (Dec 2012)  
 252.225-7041 Correspondence in English (Jun 1997)  
 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)  
 252.227-7013 Rights in Technical Data -- Noncommercial Items (Feb 2012)  
 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2012)  
 252.227-7015 Technical Data -- Commercial Items (Dec 2011)  
 252-227-7016 Rights in Bid or Proposal Information (Jan 2011)  
 252.227-7019 Validation of Asserted Restrictions -- Computer Software (Sept 2011)  
 252.227-7020 Rights in Special Works (Jun 1995)  
 252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (Mar 2011)  
 252.227-7026 Deferred Delivery of Technical Data for Computer Software (Apr 1988)  
 252.227-7027 Deferred Ordering of Technical Data for Computer Software (Apr 1988)  
 252.227-7030 Technical Data—Withholding of Payment (Mar 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (June 2012)  
 252.227-7038 Patent Rights-Ownership by the Contractor (Large Business) (June 2012)  
 252.227-7039 Patents—Reporting of Subject Inventions (Apr 1990)  
 252.229-7011 Reporting of Foreign Taxes—U.S. Assistance Programs (Sep 2005)  
 252.231-7000 Supplemental Cost Principles (Dec 1991)  
 252.242-7004 Material Management & Accounting System (May 2011)  
 252.243-7001 Pricing of Contract Modifications (Dec 1991)  
 252.243-7002 Request for Equitable Adjustment (Dec 2012)  
 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (June 2012)  
 252.245-7004 Reporting, Reutilization and Disposal (April 2012)  
 252.246-7003 Notification of Potential Safety Issues (Jan 2007)  
 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Sept 2010)  
 252.247-7023 Transportation of Supplies by Sea (May 2002)  
 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)  
 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Oct 2010)  
 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System  
 252.246-7008 Sources of Electronic Parts.

In addition, see Attachment A for the full text of these clauses, which also apply:

52.211-4017 Painting Test (Feb. 2007)  
 52.211-4029 Interchangeability of Components (May 1994)  
 52.219-4070 Pilot Mentor-Protégé Program (Apr 2006)  
 52.229-9 Taxes—Cost-Reimbursement Contracts with Foreign Governments (Mar 1990)  
 52.237-4000 Contractor Manpower Reporting (CMR) (Feb 2007)  
 52.246-4025 Higher-Level Contract Quality Requirement--TACOM Quality System (May 2005)

**Supplemental Notes**

- (b) In the above listed clauses, any reference to the "Disputes" clause is inapplicable to this purchase contract and such references are hereby deleted.
- (c) If, in connection with the placing of this purchase contract, certified cost or pricing data is required to be submitted by Seller in accordance with FAR 15.403-4, and a Certificate of Cost or Pricing Data is required to be executed and furnished by the Seller in accordance with FAR 15.406-2.
- (d) If this contract requires the delivery of Technical Data or Computer Software, the applicable clauses, relating to Technical Data and Computer Software set forth in DFARS 252.227 as contained in the prime contract or subcontract under which this contract is issued, are incorporated in the Purchase Contract.

**Inspection and Audit**

- (a) Representatives of the Government shall have the right to inspect and test all material and workmanship at all times and places including when practicable during manufacture, and if any such inspection or test is made on the premises of the Seller or a subcontractor, the Seller shall furnish and require its subcontractors to furnish, without additional charge, all reasonable facilities and assistance for a safe and convenient inspection or test.
- (b) Seller agrees that its books and records and its plant, or such parts thereof as may be engaged in the performance of this purchase contract, shall at all reasonable times be subject to inspection and audit by an authorized representative of any department of the United States Government.
- (c) Seller hereby agrees to defend, indemnify, and hold harmless buyer from any damages, including but not limited to, legal fees, fines, loss of profit, accounting costs, delays incurred on the contract, and cost in obtaining substitute supplier which are attributable to seller's failure to comply with cost principles, disclosed practices, or cost accounting standards promulgated by the United States Government in any form whatever.
- (d) Seller hereby agrees to defend, indemnify, and hold harmless Buyer for any price reduction for defective cost or pricing data ordered by the United States Government against Buyer caused by in whole or in part by Seller or Seller's supplier(s) and for any damages, including but not limited to, legal fees, fines, loss of profit, accounting costs, delays incurred on the contract, and cost in obtaining substitute supplier, which are incurred by Buyer as a result of Seller's or Seller's supplier's failure to comply with applicable Government regulations pertaining to current, accurate, and complete cost or pricing data.

## **ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS ISSUED UNDER GOVERNMENT CONTRACTS**

### **Limitation on Commitments**

The quantity of articles listed on the purchase contract is based on approved Government contracts which are subject to termination or amendment for the convenience of the Government. All commitments for material must be limited in accordance with applicable Government regulations and directives. Buyer assumes no liability for fabrication in excess of authorized release unless prior approval in writing is obtained from Buyer. In no event shall the Seller acquire any direct claim or course of action against the United States Government.

### **Government Authorization to Supplier**

To the extent authorized by the U.S. Government by a direct contract with Seller for the manufacture of products for direct sale to the U.S. Government, and to the extent that such use will not interfere with Seller's performance of this or other orders from Buyer in effect at the time Seller enters into such direct contract with the Government, and upon prior written notice to Buyer of such Government authorization and the contract number, the Seller shall have the right to use the items mentioned in clause 19 of Allison Transmission's Purchase Order Terms and Conditions, "Bailed Property", which the Government owns or has the right to use or the right to authorize others to use.

### **Anti-Kickback Act**

Seller confirms it has been advised of and will comply with Buyer's policy against giving money or anything of more than nominal value to any employee of Buyer. Seller further confirms that this contract may be subject to the federal Anti-Kickback Act and agrees that Buyer may charge back to Seller any sum which is charged to Buyer because of an alleged violation of the Act by Seller or one of its subcontractors. Seller agrees to promptly advise Buyer if at any time it has reasonable grounds to believe that the Act has been violated.

### **Interchangeability of Components**

If the end item or any component part thereof is an item or part over which the buyer does not possess design control, no change shall be made by the seller or any of its subcontractors in such item or part with respect to supplies delivered under this contract after approval of the first production item, or after acceptance of the first completed end item, whichever first occurs, unless such change is first approved by the buyer.

### **Equal Employment Opportunity**

Pursuant to FAR 22.801, the Seller is required to submit to the Buyer all certificates required in FAR 52.222-21 and -22.

### **Defense Priorities and Allocations System (DPAS)**

If cited in the Purchase Order as a DX or DO rated order, the provisions of the Defense Priorities and Allocations System regulation, 15 CFR 700, are incorporated herein and Seller shall be required to follow all requirements of this regulation. Persons who receive rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders by provision of the Defense Priorities and Allocations System regulation, 15 CFR 700.

### **Lobbying Certification**

As specified in FAR 52.203-11 and 12, Seller is required to disclose and certify payments to influence certain federal transactions. By accepting this Agreement, the Seller hereby certifies that as of the time of award of this agreement: no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with awarding the contract or this agreement.

### **Debarment / Suspension**

In accordance with Public Law 103-355, for each subcontract over \$25,000, Buyer is required to obtain from each subcontractor a statement as to whether the subcontractor is debarred or suspended from Government contracting as of the date of the order. By accepting this Agreement, the Seller hereby certifies that as of the time of award of this Agreement: the Seller, or its principals, is not debarred, suspended or proposed for debarment or declared ineligible for award by any Federal agency.

**ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS  
ISSUED UNDER GOVERNMENT CONTRACTS**

**Attachment A**

**52.211-4017 PAINTING TEST (FEB 2007)**

- (a) Painting shall be in accordance with The Chemical Agent Resistant Coatings (CARC) Application Procedures and Quality Control Inspection detail specification MIL-DTL-53072. All painting procedures must be submitted to the Administrative Contracting Officer (ACO) for government review and to be approved by the Procuring Contracting Officer (PCO) in coordination with AMSRD-TAR-E/ME prior to painting.
- (b) Noted exceptions, additional or special instructions are as follows:
- (1) Chemical conversion coatings and pretreatments for ferrous surfaces (Base for Organic Coatings).
- (i) Non-stainless steel
- (A) Chemical conversion coatings and pretreatments shall be IAW Fed Spec TT-C-490 (Type I & V).
- (B) Hexavalent chromium containing rinses/sealers shall not be used.
- (C) If this is a follow on action to an existing contract, pre-production approval in accordance with (IAW) section 3 of TTC-490 may be waived or amended at the discretion of the government. Waiver requests shall be submitted to the ACO for government review and approval in coordination with AMSRD-TAR-E/ME.
- (D) Once Pre-production approvals are met for Types I and V per section 3.0 of TT-C-490, monthly Quality Assurance (QA) checks using three test coupons/specimens shall be performed by the vendor. If a lot represents more than a month's production, testing will be performed once per month with no less than 25 day intervals. If a lot represents less than a month of production, then the QA will be performed on each lot, or as agreed on prior to contract award. All results shall be recorded and submitted to the ACO for government review and approval in coordination with the Defense Contract Management Agency (DCMA).
- (E) Section 3.2.21 of TT-C-490 requires that panels be sent to the procuring activity for evaluation and testing.
- (1) Panels shall be sent to the Army Research Laboratory CARC Commodity Manager at the following address:  
US Army Research Laboratory  
Attn: John Escarsega  
AMSRD-ARL-WM-MC  
Deer Creek Loop, Bld. 4600  
APG, MD 21005
- (2) Items to be tested shall be accompanied by the following information: (a) Company name; (b) Contract number; (c) material from which the panels were made and the process used; (d) explanation of why panels are being submitted and (e) Point of Contact.
- (ii) Stainless Steel:
- (A) Stainless steel surfaces shall be cleaned IAW MIL-DTL 53072 section 3.2 (a) and/or (b).
- (B) Wash primer DOD-P-15328 and MIL-C-8514 are prohibited material due to their hexavalent chromium content. Following cleaning, stainless steel surfaces shall be pretreated using one of the following methods:
- (1) Mechanical blasting IAW SSPC-10.  
NOTE: Mechanical blasting may not be suitable for thin sheet stainless steel.
- (2) A non-hexavalent chromium substitute which meets the performance requirements of DOD-P-15328.
- (2) Chemical conversion coatings and pretreatments for non-ferrous surfaces.
- (i) Aluminum surfaces and aluminum alloys: All aluminum and its alloys require cleaning and pretreatment prior to painting or as stand alone conversion coatings.
- (A) Where hexavalent chromium is prohibited within contract documents (SOW, PD, TDP, etc.), use the following: MIL-DTL-81706 Type II Class 1A or Class 3 or ASTM B 921, Table 1 Standard Specification for Non-Hexavalent Chromium Conversion Coatings on Aluminum and Aluminum Alloys. Where lower electrical resistance is required the commercial product must meet the performance criteria of Class 3 of MIL-DTL-81706.
- (B) Applications, quality assurance and coating requirements in MIL-DTL-81706 shall be IAW spec MIL-DTL-5541 Chemical Conversion Coatings on Aluminum and Aluminum Alloys.
- (C) Anodic Coatings shall be in IAW with MIL-A-8625 Anodic Coatings for Aluminum and Aluminum Alloys. The types and classes to be specified in the contract. Hexavalent chromium containing rinses/sealers shall not be used.
- (3) E-coating (Electric Coating for Primer) shall be IAW MIL-P53084:
- (i) E-coat application shall be done in accordance with written instructions by the E-coat QPL supplier.
- (ii) Ferrous and zinc/zinc alloy coated surfaces shall be cleaned and pretreated with a Type 1 zinc phosphate coating IAW Fed spec TT-C-490 plus any additional requirements from the e-coat QPL supplier.
- (iii) All pre-production samples or coupons shall be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and then undergo 1000 hours of salt spray ASTM B117 or 40 cycles of SAE J2334 on galvanized surfaces or to a mutually agreed number of hours prior to production.
- (iv) Once samples are approved and production has begun: The coating contractor shall on a monthly basis or as agreed upon, perform a corrosion audit by E-coating three (3) production pieces or standard 4x12in Q-panels made from the same material as the end item through the actual production line. The samples or panels shall then be scribed IAW ASTM 1654, section 4.1.1 or 4.1.2 and be tested for a period of 336 hours IAW ASTM B117 neutral salt fog test or 20 Cycles of SAE J2334 for galvanized surfaces.
- (v) On a yearly basis: the corrosion audit shall consist of taking three (3) production pieces or Q panels of the same material with the government's approval through the actual production line. The samples or panels shall then be scribed IAW ASTM D 1654, section 4.1.1 or 4.1.2 and be tested for a period of 1000 hours salt spray IAW ASTM B117 or a 40 Cycle test IAW SAE J2334 for galvanized surfaces.
- (vi) After any or all corrosion testing, all samples shall pass the requirements of:
- (A) ASTM D3359: Standard Test Method for Measuring Adhesion by Tape Test. Adhesion rating no greater than classification 3B, FIG. 1.
- (B) ASTM D610: Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces. Rust Ratings no lower than grade 9, Table 1.
- (C) ASTM D714: Standard Test Method for Evaluating Degree of Blistering of Paints. Blistering of paint, no greater than Few, Blister size 4 Fig. 2 and no more than 5 blisters per 24 in square.
- (D) ASTM D 1654 Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. Creepage from scribe no greater than Rating 6 of Table 1. Evaluation of unscribed area shall not be greater than rating number 9 of Table 2.
- (4) Powder coating (primer) selection, application and QC requirements:
- (i) Selected powder coating (primer) shall be from Experimental Products Program list supplied by the Army Research Lab CARC commodity manager. Attn: AMSRD-ARL-WM-MC.
- (ii) All cleaning and conversion coatings prior to powder coating of surfaces and quality inspection shall be IAW MIL-DTL-53072.
- (iii) Cleaning and pretreatment shall be IAW above paragraphs depending on which substrate is being used.

[End of Clause]

**ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS  
ISSUED UNDER GOVERNMENT CONTRACTS**

**52.211-4029 INTERCHANGEABILITY OF COMPONENTS (MAY 1994)**

- (a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes affecting form, fit or function to any item or part that is not under Government design control.
- (b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.
- (c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:
  - (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
  - (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

**52.219-4070 PILOT MENTOR-PROTEGE PROGRAM (APR 2006)**

- (a) The Pilot Mentor-Protégé Program does not apply to small business concerns.
- (b) Utilization of the Pilot Mentor-Protégé Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protégé agreement with eligible protégé firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protégé firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
- (c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUB Zone small business, service-disabled veteran-owned small business, veteran owned small business or an eligible entity employing the severely disabled.
- (d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protégé/](http://www.acq.osd.mil/sadbu/mentor_protégé/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protégé Program."
- (e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

**52.229-9 Taxes—Cost-Reimbursement Contracts with Foreign Governments (Mar 1990)**

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Egypt, or from which any subcontractor under this contract is exempt under the laws of Egypt, shall not constitute an allowable cost under this contract.
- (b) If any subcontractor obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid (not credited to the contract) to the Treasurer of the United States at the time the Federal income tax return is filed.

(End of clause)

**52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) (FEB 2007)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and

**ADDITIONAL CONDITIONS APPLICABLE TO PURCHASE CONTRACTS  
ISSUED UNDER GOVERNMENT CONTRACTS**

(13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

**52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM (MAY 2005)**

- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.
- (b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:  
[xx] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system (most current)  
[ ] ISO 9001:2000 (untailored) or comparable quality system  
[ ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

---

---

---

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

- (c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]