

MIDDLE RIVER AIRCRAFT SYSTEMS SITE SPECIFIC ADDENDUM TO REMARK C64 TERMS AND CONDITIONS OF PURCHASES

Revised: March 19, 2012 **Approved:** S. Green

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ullet Special Early Retirement Option (SERO) benefits do not apply to the Middle Riv $\ Page\ 2$ Systems facility.

CATIA

• Seller agrees to take reasonable action to establish cad/cam (computer aided design/computer aided manufacture) capabilities, specifically utilizing Purchaser's then current software/standards. Upon Purchaser's request, supplier shall implement required plans and activities to facilitate the design, inspection, processing, and/or manufacture of Purchaser products or services utilizing Purchaser's then current software/standards. Within (thirty) 30 days following Purchaser's request, Supplier will advise Purchaser of its plan to establish active CATIA capabilities including milestones which will provide Purchaser with a clear understanding of the time frame involved. Upon Purchaser's request, all shipment containers for Goods and products to be delivered hereunder shall be labeled in accordance with Purchaser's Bar Code Shipping Label Instructions. Seller shall submit example labels for approval within 60 days of said request. Seller shall designate an individual responsible for compliance to with said instructions and shall act as the Seller's contact for issues concerning bar code labels.

PURCHASE AGREEMENTS (PA)

THE PERIOD OF PERFORMANCE IS FOR A DELIVERY PERIOD OR ORDERING PERIOD AS SPECIFIED IN THE SUPPLIER PORTAL. EXCEPT AS THIS PA MAY OTHERWISE PROVIDE, THE PURCHASER INTENDS TO ORDER FROM THE SELLER THE SPECIFIED GOODS OR SERVICES DURING THE EFFECTIVE PERIOD. ANY SUPPLIES OR SERVICES TO BE FURNISHED UNDER THIS PA SHALL BE ORDERED BY THE ISSUANCE OF A PART SCHEDULES REPORT OR BY THE SUPPLIER PORTAL SCHEDULE SUMMARY, ACCESSED THROUGH THE GE / MRAS SUPPLY CHAIN WEB-CENTER, WHICH SHALL BE INCORPORATED HEREIN BY REFERENCE. THE QUANTITIES OF GOODS OR SERVICES SET FORTH IN THE RFQ, PA, OR AN ATTACHMENT THERETO ARE ESTIMATES ONLY (BASED ON FORECASTED REQUIREMENTS). PURCHASER'S ACTUAL REQUIREMENTS MAY IN FACT BE LESS THAN OR GREATER THAN THE AMOUNTS STATED. IF PURCHASER'S REQUIREMENTS DO NOT RESULT IN ORDERS IN THE QUANTITIES DESCRIBED AS ESTIMATED, THAT FACT SHALL NOT CONSTITUTE THE BASIS FOR AN EQUITABLE PRICE ADJUSTMENT. WHEN A CHANGE IN REQUIREMENTS RESULTS IN A QUANTITY REDUCTION, THOSE QUANTITIES WILL BE DELETED FROM THE PART SCHEDULES REPORT OR ACES SCHEDULE SUMMARY ON THE BASIS THAT ANY QUANTITY WITH INCURRED COST WILL BE CONSUMED BY FUTURE RELEASES. SHOULD THE QUANTITY WITH INCURRED COST NOT BE CONSUMED, THEN THE SECTION TITLED TERMINATIONS IN THE TERMS AND CONDITIONS REFERENCE ON THIS PURCHASE AGREEMENT APPLY. IF THE PURCHASER REQUIRES DELIVERY OF ANY ITEM AND THE SELLER IS UNABLE TO MEET THE REQUIRED DELIVERY DATE, THE PURCHASER MAY OBTAIN THE REQUIRED GOODS OR SERVICES FROM ANOTHER SOURCE. IN SUCH AN EVENT, HOWEVER, THE BALANCE OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. ANY RELEASE ISSUED DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT AND NOT COMPLETED WITHIN THAT PERIOD SHALL BE COMPLETED BY THE SELLER IN ACCORDANCE WITH THE RELEASE. THIS AGREEMENT SHALL GOVERN THE SELLER'S AND PURCHASER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THAT RELEASE TO THE SAME EXTENT AS IF THE RELEASE HAD BEEN COMPLETED DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE PART SCHEDULES REPORT OR IN THE SUPPLIER PORTAL SCHEDULE SUMMARY AND THIS AGREEMENT, THEN THIS AGREEMENT SHALL CONTROL.

FAR CLAUSES

• The following clauses and those in subsequent appendices in effect on date of the order are hereby incorporated by reference to the extent they apply to Purchaser's contract with the Government. However, in the event of a conflict between the clauses listed below and the Purchaser's Prime Contract, the Purchaser's prime contract shall prevail. Where applicable, the terms "government", "Contracting Officer", and similar terms shall mean Purchaser, and the term "Contractor" and similar terms shall mean Seller. The full text of a clause may be accessed electronically at URL: http://farsite.hill.af.mil/vffar1.html.

MRAS Addendum Clauses		
FAR		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	
52.203-11	Certification & Disclosure Regarding Payments to Influence Certain Federal Transactions	
52.204-5	Women-Owned Business Other Than Small Business	
52.211-2	Availability of Specifications, Standards & Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (Assist)	
52.215-8	Order of Precedence - Uniform Contract Format	
52.215-9	Changes or Additions to Make-or-Buy Program	
52.215-10	Price Reduction for Defective Cost or Pricing Data	
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	
52.219-1	Small Business Program Representatives	
52.219-1 Alt 1	Small Business Program Representatives	
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	
52.219-9 Alt I	Small Business Subcontracting Plan	
52.219-9 Alt II	Small Business Subcontracting Plan	
52.219-14	Limitations on Subcontracting	
52.219-16	Liquidated Damages - Subcontracting Plan	
52.222-1	Notice to the Government of Labor Disputes	
52.222-2	Payment for Overtime Premiums	
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	
52.222-22	Previous Contracts and Compliance Reports	
52.222-24	Pre Award On-Site Equal Opportunity Compliance Evaluation	
52.222-25	Affirmative Action Compliance	
52.223-7	Notice of Radioactive Materials	
52.223-11	Ozone Depleting Substances	
52.225-3	Buy American Act - Free Trade Agreements - Israeli Trade Act	
52.225-16	Sanctioned European Union Country Services	
52.227-12	Authorization and Consent	
52.227-16	Additional Data Requirements	
52.227-19	Commercial Computer Software License	
52.229-5	Taxes - Contracts Performed in US Possessions or Puerto Rico	
52.229-9	Taxes - Cost Reimbursement Contracts with Foreign Governments	
52.230-1	Cost Accounting Standards Notices and Certifications	
52.230-2	Cost Accounting Standards	
52.230-3	Disclosure and Consistency of Cost Accounting Practices	

52.230-5	Cost Accounting Standards - Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.232-17	Interest
52.242-13	Bankruptcy
52.243-1	Changes - Fixed-Price
52.243-7	Notification of Changes
52.244-2	Subcontracts
	Government Property
52.246-1	Contractor Inspection Requirements
52.246-2	Inspection of Supplies - Fixed Price
52.249-8	Default (Fixed-Price Supply and Service)
52.252-1	Solicitation Provisions Incorporated by Reference
52.252-2	Clauses Incorporated by Reference
DFARS	Clauses incorporated by Reference
252.204-7003	Control of Government Personnel Work Product
252.204-7003	Provision of Information to Cooperative Agreement Holders
252.205-7000 252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
252.208-7000	Radio Frequency Identification
252.215-7002	
252.215-7002	Cost Estimating System Requirements
	Identification of Sources of Supply
252.219-7004 252.223-7001	Small Business Subcontracting Plan (Test Plan)
252.223-7001	Hazard Warning Labels
	Drug-Free Work Force
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7000	Buy American Act-Balance of Payments Program Certificate
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist
252.225-7007	Chinese Military Companies Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	
252.225-7010	Duty-Free Entry Additional Provisions Preference for Certain Domestic Commodities
232.223-7012	
252.225-7026	Reporting of Contract Performance Outside the United States If Order Exceeds \$100,000)
	Buy American Act-Free Trade Agreements-Balance of Payments Program
252.225-7035	Certificate
	Antiterrorism/Force Protection for Defense Contractors Outside the United
252.225-7043	States
252.227-7038	Patent Rights - Ownership by the Contractor (Large Business)
252.228-7001	Ground and Flight Risk
	Accident Reporting and Investigation involving Aircraft, Missiles, and Space
252.228-7005	Launch Vehicles
252.234-7001	Earned Value Management System (Applies Only If Specified In Order)
252.239-7000	Protection against Compromising Emanations
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.243-7002	Requests for Equitable Adjustment
252.249-7022	Representation of Extent of Transportation by Sea
EXECUTIVE ORDE	RS
11246	Equal Employment Opportunity

	Compliance with DOL Posting Requirement Relating to Union Membership and
	Dues; Provisions of 29 CFR, Part 470 Compliance.