

**PURCHASE ORDER ATTACHMENT T-FACILITIES
(September 21 1995)**

The following provisions modify or are added to and made a part of the Contract/Purchase Order General Provisions effective for this contract/order as specified:

1. **CONTRACT PERFORMANCE & PAYMENT BONDS** (Applicable to construction orders only: this provision replaces and supersedes Paragraph 6 located in the General Provisions)

If your bid exceeds \$25,000, Contractor shall, within five (5) days from and after the Notice of Award of the Contract and before commencement of the work, obtain at its own expense and deliver to the Construction Buyer to be filed with the proper authority and meeting the approval of all parties concerned, legally issued surety bonds as hereinafter specified. Bonds shall be dated prior to commencement of work. The furnishing and delivery of such bonds within the periods mentioned shall be a condition precedent to the taking effect of the Contract, and upon the failure of the Contractor to so furnish and deliver all of the same in form, tenor, and execution and with sureties satisfactory to Hughes, no rights shall obtain hereunder to Contractor except at the option of Hughes; however, Hughes may waive such conditions as to time, and the acceptance by Hughes of such bonds after the expiration of such time shall not affect the validity of the Contract of any such bonds.

a. Contract Performance Bond

A surety bond, legally issued, meeting the approval of and running to Hughes in an amount not less than the total Contract price, conditioned upon the prompt, full and complete performance by the Contractor as principal of its covenants and agreements contained in the Contract.

b. Payment Bond

A surety bond, legally issued, meeting the approval of and running to Hughes in an amount equal to the total Contract price and conditioned that the Contractor shall pay all indebtedness incurred for labor, supplies, equipment, and materials furnished in making the improvements called for herein.

2. **LABOR STANDARDS PROVISIONS** (Applicable to construction contracts in excess of \$2,000)

The Contractor shall comply with all provisions of FAR 52.222-17 entitled "Labor Standards for Construction Work - Facilities Contracts" including the insertion in all subcontracts the clauses specified therein entitled, "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding of Funds," "Subcontracts (Labor Standards)," "Contract Termination-Debarment," "Disputes Concerning Labor Standards," "Compliance with Davis Bacon and Related Act Requirements," and "Certification of Eligibility."

Note: the "Subcontracts" clause requires contractors and all subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses cited above.

3. **DEFINITIONS FOR FAR/DFARS CLAUSES**

The following definitions shall apply to this contract/order except as otherwise herein provided.

"FAR" means the Federal Acquisition Regulations in effect on the date of this Contract.

"DFARS" means the Defense Federal Acquisition Regulations Supplement to FAR in effect on this Contract's date.

"Contracting Officer" means Buyer's materiel representative who signed this Contract and his successor.

"Subcontractor" means Contractor's subcontractors.

"Contract" or "Schedule" means this Contract.

"Department" or "Military Department" shall mean the U.S. Department of Defense and applicable branches thereof.

"Government" means the Buyer unless otherwise specified herein.

4. The following FAR and FAR Supplement clauses (modified as indicated) are added to or replace the FAR and DFARS clauses listed in the contract/order General Provisions:
- a. All contracts/orders include the following:
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 85)
 - 52.203-7 Anti-Kickback Procedures (Oct 88)
 - 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jan 90)
 - 52.204-2 Security Requirements (Apr 84)
 - 52.210-5 New Material (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.*
 - 52.210-7 Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (Apr 84)
 - 52.212-8 Defense Priority and Allocation Requirements. (Sep 90)
 - 52.212-14 Stop-Work Order - Facilities (Aug 89) (Applicable to construction contracts only)
 - 52.215-26 Integrity of Unit Prices, ALTERNATE I (Apr 91), excluding paragraph (c).
 - 52.219-13 Utilization of Women-Owned Small Businesses (Aug 86)
 - 52.222-1 Notice to the Government of Labor Disputes (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative.*
 - 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (Mar 86) *Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.*
 - 52.222-17 Labor Standards for Construction Work - Facilities Contracts (Feb 1988) (Applicable to construction contracts only)
 - 52.222-18 Notification of Employee Rights Concerning Union Dues or Fees (May 92)
 - 52.223-3 Hazardous Material Identification and Material Safety Data (Nov 91) *"Government" shall mean Government or Buyer, and after the term "United States Government Contract No. ____ in paragraph (e)(4) add "and Buyer's Order No. ____." Numbers are noted on the face of this Order.*
 - * 52.225-5 Buy American Act - Construction Materials (May 92)
 - 52.225-11 Restrictions on Certain Foreign Purchases (May 92)
 - 52.227-1 Authorization and Consent (Apr 84)
 - 52.227-10 Filing of Patent Applications -- Classified Subject Matter (Apr 84)
 - 52.227-12 Patent Rights -- Retention by the Contractor (Long Form) (Jun 89) *(applicable only if this order requires the performance of research, experimental, or development work.)*
 - 52.229-3 Federal, State, and Local Taxes (Jan 91) *"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.*
 - 52.245-2 Government Property (Fixed-Price Contracts) (Dec 89), *in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Government or Buyer. The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor the Buyer shall be liable..." (Applicable to supplies orders only)*
 - 52.245-7 Government Property (Consolidated Facilities) (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Government or Buyer. The first sentence of paragraph (k) is changed to read: "Neither the Government nor the Buyer shall be liable..." (Applicable to construction contracts only)*
 - 52.246-2 Inspection of Supplies (Fixed Price) (Jul 85), *in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the fourth sentence of paragraph (b) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer), and the first time it appears in paragraph (k) it means Government or Buyer. The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and the Government. The rights and remedies of the Buyer shall be in addition to and not in limitation of those set forth in Provision I, Warranties. (Applicable to supplies orders only)*

- 52.246-10 Inspection of Facilities (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative or his/her authorized designee, and "Government" means Buyer except that the first time it appears in the first sentence of paragraph (b) and in the first and second sentences of paragraph (c) it means Buyer and the Government (provided, however, that an inspection system accepted by the Government will be deemed acceptable to the Buyer). The provisions in the clause for access, rights to inspect, safety protection, and relief from liability apply equally to Buyer and Government. The rights and remedies of the Buyer shall be in addition to and not in limitation of those set forth in Provision I, Warranties.*(Applicable to construction contracts only)
 - 52.246-16 Responsibility for Supplies (Apr 84), *in which "Contractor" means Seller and "Government" means Buyer, except in paragraph (d) where "Government" means Government or Buyer.*
 - 52.249-2 Termination for Convenience of the Government (Fixed Price) (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Buyer except in paragraph (m). In paragraph (c) the term "45 days" is changed to "90 days." The term "1-year" in paragraph (d) is changed to "6 months." The term "90 days" in paragraph (k) is changed to "45 days." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.* (Applicable to supplies orders only)
 - 52.249-11 Termination of Work (Consolidated Facilities or Facilities Acquisition (Apr 84), *in which "Contracting Officer" means Buyer's Purchasing Representative, and "Government" means Buyer except in paragraph (m). In paragraph (c) the term "45 days" is changed to "90 days." The term "1-year" in paragraph (d) is changed to "6 months." The term "90 days" in paragraph (k) is changed to "45 days." If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books and records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.* (Applicable to construction contracts only)
 - 52.249-8 Default (Fixed-Price Supply and Service) (Apr 84)
 - 252.225-7001 Buy American Act and Balance of Payments Program (Dec 91)
 - 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 91)
 - 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (Dec 91)
 - 252.225-7010 Duty Free Entry - Additional Provisions (Dec 91)
 - 252.225-7012 Preference for Certain Domestic Commodities (Dec 91)
 - 252.227-7013 Rights in Technical Data and Computer Software (Oct 88)
 - 252.227-7018 Restrictive Markings on Technical Data (Oct 88)
 - 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 88)
 - 252.227-7037 Validation of Restrictive Markings on Technical Data (Apr 88)
- b. All contracts/orders over \$2,500 include:
- 52.222-36 Affirmative Action for Handicapped Workers (Apr 84)
- c. All contracts/orders over \$10,000 include:
- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Feb 90)
 - 52.220-3 Utilization of Labor Surplus Area Concerns (Apr 84)
 - 52.222-20 Walsh-Healey Public Contracts Act (Apr 84) (Applicable to supplies orders only)
 - 52.222-26 (b) Equal Opportunity (Apr 84)
 - 52.222-27 Affirmative Action Compliance Requirements for Construction (Apr 84)(Applicable to construction contracts only)
 - 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 84)
 - 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (Jan 88)
 - 52.225-10 Duty-Free Entry (Apr 84) *"Contracting Officer" means Buyer's Purchasing Representative. In the last sentence of paragraph (h) "the contract" means prime contract.*
 - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Apr 84)
 - 52.244-5 Competition in Subcontracting (Apr 84)

- d. All contracts/orders over \$25,000 include:
 - 52.215-1 Examination of Records by Comptroller General (Feb 93) *excluding paragraph (c).*
 - 52.215-2 Audit-Negotiation (Feb 93) *If the Government is unable or unwilling in a timely manner to conduct any audit of Seller's books or records, an audit may be conducted by a mutually acceptable independent certified public accounting firm.*
 - 252.203-7001 Special Prohibition on Employment (Apr 93)

- e. All contracts/orders over \$100,000 include:
 - 52.223-2 Clean Air and Water (Apr 84)
 - 252.225-7026 Reporting of Overseas Subcontracts (Dec 91)

- f. All contracts/orders over \$500,000 include:
 - 52.215-22 Price Reduction for Defective Cost or Pricing Data (Jan 91). (Applicable only if this order is subject to PL 87-653.) *Buyer's prime contract contains this clause. The obligations which FAR 52.215-24 in the prime contract requires of subcontractors are required of Seller. In addition to any other remedies provided by law or under this Order, if Buyer is subjected to any liability as the result of Seller's or its lower-tier subcontractors' failure to comply with the requirements of 52.215-24, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
 - 52.215-24 Subcontractor Cost or Pricing Data (Dec 91). (Applicable only if this order is subject to PL 87-653.) *The certificate required by paragraph (b) is Buyer's Form 9784A.*
 - 52.215-27 Termination of Defined Benefit Pension Plans (Sep 89) (Applicable if certified cost or pricing data is required and any cost determinations will be required under FAR Part 31.2)
 - 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Jul 91) (Applicable if 52.215-27 above is applicable)
 - 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (Jan 91) (Applicable only if Seller is other than a small business.) *"Contracting Officer" means Buyer's Purchasing Representative in the first sentence of subparagraph (c).*
 - 52.220-4 Labor Surplus Area Subcontracting Program (Apr 84)
 - 52.230-2 Cost Accounting Standards (Aug 92). (Applicable only if this order is subject to Public Law 100-679 and Seller has not claimed eligibility for modified CAS coverage.) ****NOTE: the following applies to FAR 52.230-2 (or 52.230-3 whenever applicable): Paragraph (b) of the Clause is hereby deleted. Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting this clause and clause 52.230-5, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this Order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense if Buyer is subjected to any liability as the result of a failure of the Seller or its lower-tier subcontractors to comply with this clause or clause 52.230-4.*
 - 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Aug 92) (Applicable only if this order is subject to Public Law 100-679 and Seller has properly claimed modified CAS coverage. If this clause 52.230-3 is applicable, see the "***NOTE" under the 52.230-2 clause above.)
 - 52.230-5 Administration of Cost Accounting Standards (Aug 92). (Applicable only if this order is subject to Public Law 100-679 and either FAR 52.230-2 or -3 applies.)
 - 252.249-7001 Notification of Substantial Impact on Employment (Dec 91)

- 4. All contracts/orders for performance of services on, or delivery of any chemicals to, a Hughes facility located in the state of California contain Buyers Purchase Order Attachment SS-14.

5. All construction contracts under Prime Contract N00024-92-E-8505 include the following:

The contractor shall provide written notice to the Director, OFCCP, with a copy to Buyer, within 10 working days following award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract. The notification shall State that "This is an Affirmative Action Compliance Notification of Subcontract Award per Special Provision H-13 of Prime Contract N00024-92-C-8505 with Hughes Missile Systems Company (formerly General Dynamics, Pomona) and list the:

- a) Name, address, and telephone number of the subcontractor;
 - b) Employer identification number of subcontractor;
 - c) Number and estimated dollar amount of the subcontract;
 - d) Estimated starting and completion dates of the subcontract; and
 - e) Geographical area in which the subcontract is to be performed.
6. All contracts/orders over \$100,000 include Buyer's Purchase Order Attachment VE-01.
 7. All contracts/orders over \$500,000 include Buyer's Purchase Order Attachment CS-15.