

HUGHES MISSILE SYSTEMS COMPANY

PURCHASE ORDER ATTACHMENT T-MAV FMS (98)

This attachment is designed for use with awards under Prime Solicitation F42630-96-R-2076

The following provisions are added to and made a part of the Purchase Order General Provisions effective for this Purchase Order:

1. The following FAR and FAR Supplement clauses (modified as indicated) replace the FAR and DFARS clauses listed in the Purchase Order General Provisions:
 - a. All orders include the following:

52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 95)
52.203-7	Anti-Kickback Procedures (Jul 95)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jan 90)
52.204-2	Security Requirements (Aug 96)
52.211-5	New Material (May 95), <i>in which "Contracting Officer" means Buyer's Purchasing Representative and "Government" means Buyer in the last two sentences of the clause.</i>
52.211-7	Other Than New Material, Residual Inventory, and Former Government Surplus Property (May 95)
52.211-15	Defense Priority and Allocation Requirements. (Sep 90)
52.222-1	Notice to the Government of Labor Disputes (Feb 97), <i>in which "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (Jul 95) <i>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.</i>
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 97) <i>"Government" shall mean Government or Buyer, and after "United States Government Contract No. _____ in paragraph (e)(4) add "and Buyer's Order No. _____." Numbers are noted on the face of this Order.</i>
52.225-11	Restrictions on Certain Foreign Purchases (Oct 96)
52.227-1	Authorization and Consent (Jul 95)
52.227-10	Filing of Patent Applications -- Classified Subject Matter (Apr 84)
52.227-11	Patent Rights -- Retention by the Contractor (Short Form) (Jun 89) (applicable only for small businesses or non-profit organizations if this order requires the performance of research, experimental, or development work.)
52.227-12	Patent Rights -- Retention by the Contractor (Long Form) (Jan 97) <i>(applicable only for large businesses if this order requires the performance of research, experimental, or development work.)</i>
52.229-3	Federal, State, and Local Taxes (Jan 91) <i>"Government" means Buyer and "Contracting Officer" means Buyer's Purchasing Representative.</i>
52.244-6	Subcontracts for Commercial Items and Commercial Components (Oct 95)[the limitations of this clause also apply to commercial items to be delivered under this order]
52.245-2	Government Property (Fixed-Price Contracts) (Dec 89), <i>"Contracting Officer" means Buyer's Purchasing Representative, & "Government" means Government or Buyer. The fourth sentence of para (h) is changed to read: "Neither the Government nor the Buyer shall be liable...."</i>
52.245-17	Special Tooling (Dec 89)
52.246-2	Inspection of Supplies (Fixed Price) (Aug 96), <i>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.</i>

- 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) (Sep 96), *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.*
 - 52.249-8 Default (Fixed-Price Supply and Service) (Apr 84)
 - 252.225-7001 Buy American Act and Balance of Payments Program (Jan 94)
 - 252.225-7002 Qualifying Country Sources as Subcontractors (Dec 91)
 - 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (Jan 97)
 - 252.225-7010 Duty Free Entry - Additional Provisions (Jan 97)
 - 252.225-7012 Preference for Certain Domestic Commodities (Feb 97)
 - 252.225-7014 Preference for Domestic Specialty Metals (Nov 95)
 - 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Jun 97)
 - 252.225-7025 Foreign Source Restrictions (forgings) (Sep 96)
 - 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Dec 91)
 - 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Jan 97)
 - 252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 95)
 - 252.227-7014 Rights in Noncommercial Software & Noncommercial Computer Software Documentation (Jun 95)
 - 252.227-7015 Technical Data - Commercial Items (Nov 95)
 - 252.227-7016 Rights in Bid and Proposal Information (Jun 95)
 - 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 95)
 - 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 95)
 - 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 88)
 - 252.227-7037 Validation of Restrictive Markings on Technical Data (Nov 95)
 - 252.227-7039 Patents-Reporting of Subject Inventions (Apr 90)
 - 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles, & Space Launch Vehicles (Dec 91)
 - 252.247-7023 Transportation of Supplies by Sea (Nov 95)
 - 252.247-7024 Notification of Transportation of Supplies by Sea (Nov 95)
- b. All orders over \$2,500 include:
- 52.222-36 Affirmative Action for Handicapped Workers (Apr 84)
- c. All orders over \$10,000 include:
- 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Business Concerns (Oct 95)
 - 52.222-20 Walsh-Healey Public Contracts Act (Dec 95)
 - 52.222-26 (b) Equal Opportunity (Apr 84)
 - 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 (Aug 96)
 - 52.244-5 Competition in Subcontracting (Dec 96)
- d. All orders over \$25,000 include:
- 252.203-7001 Special Prohibition on Employment (Jun 97)
 - 252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (Nov 95)

e. All orders over \$100,000 include:

- 52.215-2 Audit and Records - Negotiation (Aug 96) *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.*
- 52.223-2 Clean Air and Water (Apr 84)
- 52.223-13 Certification of Toxic Chemical Release Reporting (Oct 96)
- 52.223-14 Toxic Chemical Release Reporting (Oct 96)
- 52.232-16 Progress Payments (Jul 91) (Applicable only if approved by Buyer elsewhere in this PO. Alt I applies if Seller is a small business; Alt II applies if the PO is a letter contract.)
- 252.225-7026 Reporting of Contract Performance Outside the United States (Nov 95)
- 252.232-7004 DoD Progress Payment Rates (Feb 96) (Applicable if Buyer makes FAR 52.232-16 applicable)
- 252.249-7002 Notification of Proposed Program Termination or Reduction (Dec 96)

f. All orders over \$500,000 include:

- 52.215-23 Price Reduction for Defective Cost or Pricing Data--Modifications (Oct 95). (Applicable only if this order is initially exempt from PL 87-653.) *Buyers prime contract contains this clause. The obligations which FAR 52.215-25 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 52.215-25, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure.*
- 52.215-25 Subcontractor Cost or Pricing Data -- Modifications (Oct 95). (Applicable only if this order is initially exempt from PL 87-653.) *The certificate required by para (b) is Buyer's Form 9784A.*
- 52.215-27 Termination of Defined Benefit Pension Plans (Mar 96) (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) (Mar 96) (Applicable if 52.215-27 above is applicable)
- 52.215-40 Notification of Ownership Changes (Feb 95) (Applicable if the applicability requirement of FAR 15.804-8(g) is met)
- 52.215-43 Audit-Commercial Items (Oct 95)
- 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (Aug 96) (Applicable only if Seller is other than a small business.) *"Contracting Officer" means Buyer's Purchasing Representative in the first sentence of subparagraph (c).*
- 252.249-7001 Notification of Substantial Impact on Employment (Dec 91)

g. All orders over \$1,000,000 include:

- 252.211-7000 Acquisition Streamlining (Dec 91)

2. All orders include the following:

a. INSPECTION

In addition to and not in lieu of quality attachments which are made a part of this order, Buyer and Buyer's customer personnel may inspect work performed hereunder by Seller at all reasonable times. The Seller shall provide access to his facilities and render such assistance therein as Buyer's rights hereunder. The Seller shall include this provision in all orders/subcontracts executed hereunder.

b. RELEASE OF INFORMATION

Release of any information pertinent to this subcontract requires prior approval of the Buyer.

c. INSURANCE REQUIREMENTS

If Seller is to perform work at Buyer's facility or on U.S. Government property, Seller shall furnish insurance certificates in accordance with paragraph I of Buyer's Purchase Order Attachment GL-14 prior to the commencement of any work at Buyer's facility or on U.S. Government property.

b. YEAR 2000 COMPLIANCE

1. "Information technology," as used in this clause, has the definition set out in FAR 2.101.
2. "Year 2000 compliant," as used in this clause, has the definition set out in FAR 39.002
3. The supplier warrants that all information technology specified to be delivered under this purchase order that may perform date/time processing involving dates later than 31 December 1999 is year 2000 compliant, or that the contractor will, at no increase in purchase order price, upgrade all such information technology that is non-compliant to be year 2000 compliant before 31 Dec 1998..

3. All orders over \$100,000 include Buyer's Purchase Order Attachment VE-01.

4. All orders over \$500,000 include the following:

a. Buyer's Purchase Order Attachment CS-15.

5. All orders involving ammunition or explosives include the following:

- a. 252.223-7002 Safety Precautions for Ammunition and Explosives (May 94)
- 252.223-7003 Change in Place of Performance - Ammunition and Explosives (Dec 91)
- 252.223-7007 Safeguarding Sensitive Conventional AA&E (Feb 96)