

September 3, 2004

FACILITIES CONSTRUCTION

3. Acceptance

Acceptance of this Purchase Order, either by acknowledgment or performance of services, constitutes acceptance of the conditions set forth below and on this Purchase Order. No

compliance with
this Purchase Order.

- a) shall comply with the applicable provisions of Article III, Section 1.009(a)

negligence of Seller, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Purchase Order.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before Seller shall have notified Buyer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Purchase Order.

7. Termination for Default

- (a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Purchase Order if Seller fails to: (i) perform this Purchase Order within the time specified herein or any extension thereof; or (ii) perform any other provision of this Purchase Order; or, (iii) make progress so as to endanger performance of this Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.
- (b) In the event Buyer terminates this Purchase Order in whole or in part as provided in subparagraph (a) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs. However, Seller shall continue the performance of this Purchase Order to the extent not terminated.
- (c) Seller shall not be liable for any excess costs if the failure to perform this Purchase Order arises out of unforeseeable causes beyond the control and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantines restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller. If failure to perform is caused by the default of a subcontractor, and if such default arises out of unforeseeable causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term "subcontractor(s)" shall mean subcontractor(s) at any tier.
- (d) If this Purchase Order is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Purchase Order, may require Seller to deliver to Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed services, and (ii) such partially completed services and materials, plans, drawings, information and contract rights (hereinafter called "services and/or materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Purchase Order as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer or the Government has an interest. Payment for completed services delivered to and accepted by Buyer shall be at the

Purchase Order price. Payment for services and/or materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller. Failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this Purchase Order entitled "Disputes." Buyer may withhold from amounts otherwise due Seller for such completed services and/or materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders.

- (e) If, after notice of termination of this Purchase Order under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience of Buyer.
- (f) The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

8. Termination for Convenience

- (a) Buyer, in accordance with this clause, may terminate performance of work under this Purchase Order in whole or in part if the Buyer determines that a termination is in Buyer's interest. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Buyer, the Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to Buyer, as directed by Buyer, all right, title, and interest of the Seller under the subcontracts terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification being final for purposes of this CLAUSE.
 - (6) As directed by the Buyer, transfer title and deliver to Buyer (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or

partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to Buyer.

- (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Buyer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Seller and in which Buyer has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Buyer, any property of the types referred to in subparagraph (6) above; provided, however, that the Seller (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by the Buyer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Buyer under this Purchase Order, credited to the price or cost of the work, or paid in any other manner directed by the Buyer.
- (c) After termination, the Seller shall submit a final termination settlement proposal to Buyer in the form and with the certification prescribed by Buyer. The Seller shall submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Buyer upon written request of the Seller within this 60 day period. However, if the Buyer determines that the facts justify it, a termination settlement proposal may be received and acted on after 60 days or any extension. If the Seller fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Seller because of the termination and shall pay the amount determined.
- (d) Subject to paragraph (c) above, the Seller and the Buyer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (d) or paragraph (e) below, exclusive of costs shown in subparagraph (e)(2) below, may not exceed the total Purchase Order price as reduced by (1) the amount of payments previously made and (2) the Purchase Order price of work not terminated. The Purchase Order shall be amended, and the Seller paid the agreed amount. Paragraph (e) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (e) If the Seller and Buyer fail to agree on the whole amount to be paid the Seller because of the termination of work, the Buyer shall pay the Seller the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (d) above:
- (1) For Purchase Order work completed before the effective date of termination and acceptable to Buyer, the total (without duplication of any items) of:
 - (a) The cost of this work;
 - (b) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (a) above; and

- (2) If the total payments exceed the amount finally determined to be due, the Seller shall repay the excess to Buyer upon demand, together with interest thereon computed at the annual rate established under Section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621). Interest shall be computed for the period from the date the excess payment was received by the Seller to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Seller's termination settlement because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the Buyer because of the circumstances.

10. Patents, Copyrights, Mask Works, and Trade Secrets

these safety rules and regulations have been reviewed with all of its employees and subcontractors.

Buyer will notify Seller or Seller's representative at the work site of any noncompliance with the foregoing rules and regulations and the corrective action to be taken. After receipt of such notice, Seller shall immediately take correction action. If Seller fails or refuses to

- (e) Seller will be entitled to progress payments in accordance with the provisions of this paragraph (e) if progress payments are specifically authorized. If so authorized, from time to time as construction progresses but at intervals of not less than thirty (30) days, Seller may submit invoices in duplicate certified by Seller's representative as to percentage of completion of performance of the entire Purchase Order. The amount of each invoice shall be that percentage of the total Purchase Order price equal to the percentage of completion of the Purchase Order, less any amounts previously billed by Seller. The net amount of each invoice so submitted and certified shall, upon approval of Buyer, be paid by Buyer to Seller, except that Buyer shall withhold a percentage not to exceed ten percent (10%) of each such invoice until expiration of thirty (30) days after completion and final acceptance by Buyer of the entire work called for by this Purchase Order, or until such earlier time as Buyer may approve it for payment.

- (f) The Government and Buyer, as their interests may be, shall retain title to all Government-furnished and Buyer-furnished property. Title to all facilities and components shall pass to and vest in the Government and Buyer, as their interests may be, upon delivery by Seller of such items which are required to be furnished or for which Seller may be entitled to payment for having furnished. Title to other property furnished or required to be furnished by Seller shall pass to and vest in the Government upon (i) issuance of the property for use in performing this Purchase Order, (ii) commencement of processing or use of the property in performing, this Purchase Order, or reimbursement of the cost of the property by Buyer, whichever occurs first. Title to any property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall any item of property become a fixture or lose its identity as personal property by being attached to real property. Notwithstanding that title to property is in the United States or Buyer through the operation of this Article, the handling and disposition of such property

connection with this Purchase Order, Seller shall indemnify and hold Buyer harmless against all costs and expenses, including without limitation attorneys' fees, incurred by Buyer in discharging such liens or rights in rem or defending against such claims.

- (i) As conditions precedent to final payment Seller shall:
 - (1) execute and furnish to Buyer a release, in terms acceptable to the Buyer, of all claims and liens against Buyer arising under or by virtue of this Purchase Order, including, in the event of any termination, claims or liens arising under or

including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

19. Governing Law

This Purchase Order shall be construed in accordance with the laws of Texas, excluding its choice of law rules.

20. Buyer's Representative

- (b) Employees. A badge will be issued daily to Seller's employees prior to the beginning of each work shift. Each employee must be identified by Seller or its authorized representative before a badge is issued. Whenever it is necessary for Seller to secure additional employees after the start of a shift, Seller shall notify Buyer's

applicable, to the addresses on this Purchase Order, with postage fully prepaid. Notices shall be effective at the time of mailing.

24. Indemnity

Seller shall hold harmless and indemnify Buyer, and if the Buyer so requests defend Buyer, against any and all losses, claims, liabilities, damages, actions, costs and expenses, including without limitation attorneys' fees, arising out of or resulting from Seller's undertaking or performance under this Purchase Order, and including without limitation, losses, claims, liabilities, damages, actions, costs and expenses of any of the employees, representatives, agents or subcontractors of Seller or of subcontractors at any tier, engaged in such undertakings or performance.

25. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred, proposed for debarment or declared ineligible for the award of contracts, by any Federal Agency, during the performance of this PO.

26. Venue

This Purchase Order shall be deemed to have been executed by the parties and require performance in Fort Worth, Tarrant County, Texas and no suit or action under this

- (e) Protection of Existing Structures, Utilities and Work. Seller shall protect all existing structures, utilities, and work of any kind against damage or interruption of service which may result from operations of Seller. Damage or interruption of service resulting from failure to do so shall be repaired or restored promptly by and at the expense of Seller.
- (f) Workmanship. Workmanship shall be of the highest grade throughout and in accordance with good commercial practices. All workers employed by Seller for the work under this Purchase Order shall be experienced and skilled in their respective trades.
- (g) Completion. Seller shall be responsible for and assume the risk of any loss of or destruction of, or damage to any and all materials or property acquired or delivered and work performed until completion and final acceptance, including materials or property furnished by Buyer or the Government. Upon completion of this Purchase Order, the work shall be delivered complete and undamaged.
- (h) Temporary Buildings. Seller shall erect and remove, without additional expense to Buyer, such temporary storage sheds and offices necessary for the work. Such structures shall be subject to Buyer approval.
- (i) Protective Measures. Seller shall protect the materials and work from deterioration and damage during construction and during cold weather, furnish all heat necessary for the proper conduct of the work. Seller shall, in addition, take all measures to adequately protect adjacent property.

28. Warranty of Construction

- (a) In addition to any other warranties in this Purchase Order, Seller warrants, that work performed under this Purchase Order conforms to the Purchase Order requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by Seller or any of Seller's subcontractors or suppliers at any tier.
- (b) Unless otherwise specified, this warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the Buyer takes possession of any part of the work before final acceptance, this warranty with respect to such part of the work shall continue for a period of one (1) year from the date Buyer takes possession.
- (c) Seller shall remedy at the Seller's expense any failure to conform, or any defect. In addition, Seller shall remedy at the Seller's expense any damage, loss or destruction to the facilities at Air Force Plant 4, and for expenses incidental to such loss, destruction or damage to Buyer or Government owned or controlled real or personal property, when that damage is the result of:
 - (1) Seller's failure to conform to Purchase Order requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished by Seller;
or

- (3) Negligence, willful misconduct, or lack of good faith by Seller, Seller's employees, or Seller's subcontractors' employees.
- (d) Seller shall restore any work damaged in fulfilling the terms and conditions of this clause. Seller's warranty with respect to work repaired or replaced will run for a period of one (1) year from the date of repair or replacement.
- (e) Buyer shall notify Seller, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If Seller fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Buyer shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Seller's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Purchase Order, Seller shall:
 - (1) Obtain all warranties that would be given in normal commercial practices;
 - (2) Require all warranties to be executed, in writing, for the benefit of Buyer; and,
 - (3) Enforce all warranties for the benefit of Buyer.
- (h) In the event Seller's warranty under this article has expired, Buyer may on its own behalf or in the name of Seller bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Seller shall cooperate with Buyer in connection with any such suit.
- (i) Unless a defect is caused by the negligence of Seller or subcontractor or supplier at any tier, Seller shall not be liable for the repair of any defects of material or design furnished by Buyer, nor for the repair of any damage that results from any defect in Buyer-furnished material or design.
- (j) This warranty shall not limit Buyer's rights under the Inspection of Construction clause of this Purchase Order with respect to latent defects, gross mistakes, or fraud.
- (k) Defects in design or manufacture of equipment specified by Buyer on a "brand name and model" basis, shall not be included in this warranty. In this event, Seller shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to Buyer.
- (l) Year 2000 compliant, as used in this clause, means that with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, to, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. Any and all products provided hereunder will be Year 2000 compliant at the time of delivery to Lockheed Martin Corporation (Lockheed Martin), including but not limited to accurately inputting, storing, manipulating, comparing,

calculating, updating, displaying, outputting, and transferring such dates and data unless otherwise expressly provided herein by Lockheed Martin. This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any noncompliance, either before, concurrent with, or subsequent to delivery of a good or service under this agreement, the discovering party shall notify the other party within five (5) business days of discovery. If the defective good or service is being presented for acceptance or has already been delivered, at Lockheed Martin's option, the defective good or service shall be repaired or replaced within ten (10) business days of such notice at no cost to Lockheed Martin. Nothing in this provision shall be construed to limit any other rights or remedies under this contract, at law or in equity that Lockheed Martin may have with respect to Year 2000 compliance.

- (m) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

29. Inspection of Construction

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) Seller shall maintain an adequate inspection system and perform such inspections necessary to ensure that the work performed under the Purchase Order conforms to Purchase Order requirements. Seller shall maintain complete inspection records and make them available to Buyer and if this PO is issued pursuant to a Government prime contract such records shall be made available to the Government. All work shall be conducted under the general direction of Buyer and is subject to Buyer and Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Purchase Order.
- (c) Buyer or Government inspections and tests are for the sole benefit of Buyer and Government and do not:

- (1) Relieve Seller of responsibility for providing adequate quality control measures;
- (2) Relieve Seller of responsibility for damage to or loss of material before acceptance;

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Paragraph (i) below.

- (d) The presence or absence of Buyer's inspector does not relieve Seller from any

- (c) Concurrence with Plant Operations. Seller will be required to conduct all phases of the work in such a manner as to preclude the possibility of any interferences with or delay to Buyer's personnel and/or production work and shall be prepared at all times to readily yield right of way to Buyer's transportation system. Removal of excavated

hazardous waste generated in the performance of its work and shall comply with all 1) applicable laws; 2) OSHA Regulations; and 3) Buyer's procedures as directed by Buyer's Construction Engineer.

- (n) Environmental Matters. Seller and Seller's subcontractors shall perform all work under this PO in accordance with environmental laws and permit requirements. Seller shall be responsible for any penalties or fines resulting therefrom and for any and all damage and environmental remediation as a result of any acts or omissions of Seller or Seller's subcontractor or any other party acting on behalf of Seller.
- (o) Protection of Existing Utilities. Seller shall protect all existing utilities against damage which may result in interruption of service during the progress of the work. All utility service lines which are damaged shall be repaired without delay by Seller and at no additional expense to Buyer. All repairs necessary to reinstate fire protection systems to their design capabilities shall be made immediately by qualified personnel at Seller's expense.
- (p) Construction Water. Construction water is available near the job site. Seller shall furnish all valves, fittings, hoses, etc., as required. All temporary lines, fittings, etc., shall be furnished, installed, connected, and maintained by Seller in a workmanlike manner satisfactory to Buyer, and shall be removed by Seller in like manner at his expense prior to acceptance of the work.
- (q) Drinking Water and Toilet Facilities. These facilities are available near the job site.
- (r) Lunch Room Facilities. Seller may use the vending machines during the day. Seller will be restricted from using the lunch room facilities except from 11:45 a.m. to 12:45 p.m.
- (s) Compressed Air, Electric Power and Lighting. Located near the work site are 100 psi compressed air and 120/208V 3 phase and 440V 3 phase power which will be made available to Seller at the various lighting and power panels. All temporary lines shall be furnished, installed, connected, and maintained by Seller in a workmanlike manner satisfactory to Buyer, and shall be removed by Seller in like manner at Seller's expense prior to acceptance of the work.
- (t) Service Tie-Ins to New Lines. Seller shall first install all of the new lines except for tie-ins. The lines shall then be tested as specified. Tie-ins to new lines must be done at Buyer's convenience so as to cause the least amount of interruption of existing operations. Seller shall set up and prepare his work and ready all needed materials so that the tie-ins can be accomplished in a minimum period of time. Any utility connection to be made that will interrupt service shall be cleared with Buyer's Construction Engineer at least twenty-four (24) hours in advance. Buyer will not be obligated for any additional cost over the Purchase Order price in regard to this phase of the work.
- (u) Fire Precautions. Seller will be required to observe all of Buyer's current safety and fire regulations and to comply with the requirements of the National Fire Protection Association (NFPA) and National Fire Codes, in order to provide reasonable fire protection for Air Force Plant 4 real property and personal property. Seller is required to notify Buyer of any fire incidents occurring at Air Force Plant 4 immediately.

- (v) Means of Egress. It shall be the contractor's responsibility to post appropriate barriers and signs as required by Fire Protection Services. A sign indicating the appropriate alternate exit shall be posed at every obstructed or impaired exit.

The Seller shall contact the CE and/or the Fire Protection Services to inform them of the pending obstruction and to obtain direction, as to what measures are required in providing equivalent safety.

Fire Protection Services will provide the CE with the appropriate measures to be taken prior to obstructing any means of egress, along with the alternative exit to be used in lieu of those exits to be obstructed.

- (w) All federal, state, or local environmental agency reportable mishaps shall be reported within 24 hours to the Buyer Construction Engineer.
- (x) Banned Materials. Seller warrants and represents that items delivered under this Purchase Order do not contain Polychlorinated Biphenyls (PCBs), 2,4-Dichlorophenoxyacetic acid, 2,4,5-Trichlorophenoxyacetic acid, asbestos, benzene, dioxins, hydrazine, mercury or pentachlorophenol, and agrees to indemnify Buyer against any loss, cost, damage or liability, including removal costs, by reason of Seller's violation of this warranty.
- (y) Seller Identification Signs. Seller will provide signs with Seller's name and Purchase Order Number for areas outside of any building used for materials storage, work in progress, or equipment storage. Signs are to be approximately 16" x 24" metal, white background with black letters. Each site is to be identified.
- (z) Weekend Work. Seller shall schedule all weekend work, (both Seller's forces and Seller's subcontractor forces), with Buyer's Construction Engineer by 9:00 a.m. of the prior Thursday. Seller shall give Buyer a list of subcontractors and the scope of work with the weekend schedule.
- (aa) Project Invitation Suspension
 - (1) If, in the opinion of Buyer or Buyer's Representative (CE), Seller is failing to properly execute contractual obligations under this Purchase Order, Buyer may temporarily cease to invite Seller to bid on additional work until Seller has satisfactorily resolved deficiencies regarding contractual obligations. Failure to properly execute contractual obligations includes, but is not limited to, unsatisfactory progress related to the construction schedule and delays resulting from Seller operations or negligence.
 - (2) In addition to Buyer's options under Paragraph (1), if, in the opinion of Buyer, Seller is mishandling or improperly disposing of hazardous materials or waste products at Buyer's facility, Buyer may order Seller to cease work under the Purchase Order until such violations are corrected to the satisfaction of Buyer. During this work stoppage, Buyer shall not be obligated to Seller for progress payments, and no extensions of time shall be given for the completion of Seller's work.

34. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless an authorized representative of Buyer's procurement department shall have issued a written order directing a change hereto.

35. Government Contracts

If this Purchase Order is issued under a United States Government prime contract, the following certifications and representations are applicable.

(a) This clause contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer, or providing oral offers/quotations at the request of Buyer, or accepting any Contract, Seller certifies to the representations and certifications as set forth below in this clause. These certifications shall apply whenever these terms and conditions are incorporated by reference in any Contract, agreement, other contractual document or any quotation, request for quotation (oral or written), request for proposal or solicitation (oral or written), issued by Buyer. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

(1) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000)

(i) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.

(ii) Seller certifies that to the best of its knowledge and belief that on and after December 23, 1989:

(a) 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 his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 his or her behalf in connection with a solicitation or order, the offeror shall complete and submit, with its

offer, OMB standard form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, and

- (c) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - (iii) Submission of this certification and disclosure is a prerequisite for making or entering into a contract as imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (2) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
- (i) Seller certifies that, to the best of its knowledge and belief, that Seller and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared

- (ii) Seller shall immediately notify the Buyer Procurement Representative, before any contract award, or the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of any contract is under consideration to be listed on the EPA list of Violating Facilities.
- (6) FAR 52.223-13 Certification of Toxic Chemical Release Reporting (Applicable to competitive solicitations/POs which exceed \$100,000)
- (i) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
 - (ii) Seller certifies that—
 - (a) As the owner or operator of facilities that will be used in the performance of this PO that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Seller will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (b) None of its owned or operated facilities to be used in the performance of this PO is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
 - (1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (2) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
 - (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico,

- (4) DPAS Rating. This is a rated order certified for national defense use, and Seller will be required to follow all the provisions of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

- (c) Delete Article 19, Governing Law in its entirety and substitute the following: Governing Law: This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, the laws of Texas shall apply, excluding its choice-of-law rules.

- (d) Add the following to "BONDS," Article 12 (e): Other than enforcement of any rights against Seller or any persons with whom a person may be in privity, the sole remedy of subcontractors under this Purchase Order for nonpayment of any moneys due or alleged to be due for the work under this Purchase Order or any subcontract hereunder shall be the Miller Act or other applicable payment bond. Seller shall include in all subcontracts the substance of this paragraph (e), including this sentence, modified to identify the parties.

- (e) Add: Rescission, Adjustment or Termination for Illegal or Improper Activity
 - (1) In the event the Government takes action pursuant to FAR 52.203-8, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity," to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41. U.S.C. 423) ("the

the performance of this PO or will be delivered as part of end item(s) or service(s) under this PO.

- (g) Indemnity/Commercial Items: This clause applies only to the portion, if any, of this PO for the purchase of a commercial item(s) as defined in FAR 2.101. In the event Buyer is subject to any liability, damage, or expense, including without limitation Government withholding of payments, due to a finding or determination by the Contracting Officer that an item designated herein as a commercial item is not a commercial item, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any such liability, damage, or expense resulting in whole or in part from such finding or determination. Additionally, in the event of such finding or determination, the clauses of FAR II(A) and DFARS II(A) shall be applicable to the portion, if any, of the PO pertaining to the items regarding which such finding or determination was made.
- (h) Recycle and Recovered Material: Buyer strongly promotes the use of recycled and recovered materials and products. Seller shall use recycled and recovered materials in the products identified on the Environmental Protection Agency's Comprehensive Procurement Guidelines (available on the internet at (<http://epa.gov/cpg/>)), provided that the materials must meet the requirements of the Specifications, must not delay the progress of the work, and must not increase cost. Prior to final payment, Seller shall complete and deliver to Buyer Form entitled "Estimate & Certification of Recycled or Recovered Materials" estimating the percentage content of recycled/recovered material actually used in the work.

and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date of Buyer's final price agreement; or 3) the Government Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exception from submission of certified cost or

- 52.244-5 **Competition in Subcontracting.**
- 52.246-23 **Limitation of Liability** - Not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.246-25 **Limitation of Liability - Services** - If this PO is over \$25,000; but, not applicable to the extent this PO is issued under a prime contract dated after January 1997.
- 52.248-3 **Value Engineering Construction** - "Contracting Officer" means Buyer, except in Paragraph (g), sentence 3, where it means Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), and means meipasle exten0()J212 0 0 12 72 38.7 5 mePu." mnc

52.222-13

252.223-7003 **Change in Place of Performance - Ammunition and Explosives - (If**

ATTACHMENT 2 TO APPENDIX 1

**THE FOLLOWING CLAUSES ARE FOR USE FOR CONSTRUCTION CONTRACTS
ISSUED UNDER F33657-87-E-2183**

FAR I

TITLE

subcontractor's claim for exemption from submission of certified cost or pricing data on the basis that the price offered by the Seller or lower-tier subcontractor is based on an established catalog or market price of a commercial item sold in substantial quantities to the general public, is a price set by law or regulation; or, on any other basis set forth in FAR 15.804-3 or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR 52.215-23; then, Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.

- 52.215-23 **Price Reduction for Defective Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-24 **Subcontractor Cost or Pricing Data (NOV 1994).**
- 52.215-25 **Subcontractor Cost or Pricing Data - Modifications (NOV 1994).**
- 52.215-26 **Integrity of Unit Prices (APR 1991) with its Alternate 1 (APR 1991) - Delete paragraph (c).**
- 52.215-27 **Termination of Defined Benefit Pension Plans (SEP 1989) - If this PO**

- recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.”
- 52.222-6 **Davis-Bacon Act (NOV 1992).**
- 52.222-7 **Withholding of Funds (FEB 1988)** - “Contracting Officer” means Buyer.
- 52.222-8 **Payrolls and Basic Records (FEB 1988)** - “Contracting Officer” in paragraph (b) means Buyer and in paragraph (c) means Government or Buyer.
- 52.222-9 **Apprentices and Trainees (FEB 1988).**
- 52.222-10 **Compliance with Copeland Act Requirements (FEB 1988).**
- 52.222-11 **Subcontracts (Labor Standards) (FEB 1988)** - “Contracting Officer” means Buyer. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller’s violation of this clause.
- 52.222-12 **Contract Termination - Debarment (FEB 1988).**
- 52.222-13 **Compliance with Davis-Bacon and Related Acts Regulations (FEB 1988).**
- 52.222-14 **Disputes Concerning Labor Standards (FEB 1988).**
- 52.222-15 **Certification of Eligibility (FEB 1988).**
- 52.222-17 **Labor Standards for Construction Work – Facilities Contracts (FEB 1988).**
- 52.222-20 **Walsh Healy Public Contracts Act (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-23 **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction** – Applicable if contract is greater than \$10,000.
- 52.222-26 **Equal Opportunity (APR 1984).**
- 52.222-27 **Affirmative Action Compliance Requirements for Construction** - If this PO exceeds \$10,000.
- 52.222-35 **Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-36 **Affirmative Action for Handicapped Workers (APR 1984)** - If this PO exceeds \$2,500.
- 52.222-37 **Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)** - If this PO is for \$10,000 or more.
- 52.223-1 **Clean Air and Water Certification (APR 1984)** - The Clean Air and Water Certification signed by Seller related to this clause is hereby incorporated into this PO by reference.
- 52.223-2 **Clean Air and Water (APR 1984).**
- 52.223-3 **Hazardous Material Identification and Material Safety Data (NOV 1991)** - “Government” means Buyer or the Government.
- 52.223-7 **Notice of Radioactive Materials (NOV 1991)** - “Government” means Buyer or the Government. In paragraph (a), “Contracting Officer” means Buyer.
- 52.223-11 **Ozone Depleting Substances (JUN 1996).**
- 52.223-1**

- 52.229-3 **Federal, State and Local Taxes (JAN 1991)** - “Government” and “Contracting Officer” mean Buyer.
- 52.233-3 **Protest After Award (AUG 1989)** - Add “Prime” before “Protest.” “Contracting Officer” and “Government” mean Buyer.
- 52.236-1 **Performance of Work by the Contractor (APR 1984)** – If this PO is for \$1,000,000 or more. “Contracting Officer” means Buyer. The contractor shall perform on site and with its own organization, work equivalent to at least 12% of the total amount of work to be performed under this contract.
- 52.236-2 **Differing Site Conditions (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-3 **Site Investigation and Conditions Affecting the Work (APR 1984).**
- 52.236-5 **Material and Workmanship (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-6 **Superintendence by the Contractor (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-7 **Permits and Responsibilities (NOV 1991).**
- 52.236-8 **Other Contracts (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-9 **Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-10 **Operations and Storage Areas (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-11 **Use and Possession Prior to Completion (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-12 **Cleaning Up (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-13 **Accident Prevention (NOV 1991)** - “Contracting Officer” means Government and Buyer.
- 52.236-15 **Schedules for Construction Contracts (APR 1984)** - “Contracting Officer” means Buyer.
- 52.236-17 **Use and Possession Prior to Completion (APR 1984)** - “Contracting Officer” means Buyer.

Contracting Officer. "Government" means Buyer in Paragraphs (e)(1), (e)(2), and means Government and Buyer in the first sentence of Paragraph (l), and in sentence 2 of the legend. Replace the share percentage figures in Paragraphs (f) and (g) with those the parties agree to.

<u>DFARS I</u>	<u>TITLE</u>
252.203-7001	Special Prohibition on Employment (APR 1993) - If this PO exceeds \$25,000. "Contracting Officer" means Buyer.
252.204-7000	Disclosure of Information (DEC 1991) - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991) - If this PO exceeds \$25,000, except if for commercial or commercial-type products.
252.211-7011	Audit of Contract Modifications - Commercial Items - (MAY 1991) - If this PO exceeds \$500,000.
252.215-7000	Pricing Adjustments (DEC 1991).
252.215-7003	Industrial Modernization Incentive Program (DEC 1991) - If Seller is participating in a Government-approved IMIP business agreement.
252.219-7003	Small Business and Small Disadvantaged Business. Subcontracting Plan (DoD Contracts) (MAY 1994)

ATTACHMENT 3 TO APPENDIX 1

THE FOLLOWING CLAUSES ARE FOR GOVERNMENT CONSTRUCTION CONTRACTS NOT ISSUED UNDER F33657-97-L-2018 OR F33657-87-E-2183

The following Federal Acquisition Regulation (“FAR”) and DoD FAR Supplement (“DFARS”) clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: “Contract” means this PO; “Contractor” means Seller; and “Subcontractor(s)” means Seller’s subcontractor(s). Except as may be otherwise specifically set forth herein; (A) the FAR clauses applicable to this PO are those set forth in the (i) FAR I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1, 1995; and, (ii) FAR II listing for the portion, if any, of this PO, as is issued under a prime contract (a) having an effective date on or after October 1, 1995, or (b) listed under the heading “Prime Contracts – FASA ADDED” at the end of this Clause 35; and, (B) the DFARS clauses applicable to this PO are those set forth in the (i) DFARS I listing for the portion, if any, of this PO, as is issued under a prime contract having an effective date before October 1, 1995; and (ii) DFARS II listing for the portion, if any, of this PO, as is issued under a prime contract (a) having an effective date on or after October 1, 1995, or (b) listed under the heading “Prime Contracts – FASA ADDED” at the end of this Clause 35. For the FAR II and DFARS II listings, except where a date is provided, the FAR and DFARS clauses are those in effect as of the date of this PO, or, if no such clause is in effect as of the date of this PO, then such clause as was most recently in effect.

The prime contracts listed under the heading “Prime Contracts - FASA ADDED” are dated prior to October 1, 1995, but, due to prime contractual modifications, have been changed to include certain FAR and DFARS clauses having an effectivity of October 1995 or later.

Buyer and Seller agree that they intend for the clauses thus incorporated to establish obligations on Seller as a subcontractor to Buyer, including without limitation those obligations on Seller which are necessary to permit Buyer to comply with its obligations to the U.S. Government under Buyer’s prime contract(s).

<u>FAR I</u>	<u>TITLE</u>
52.203-6 52.203-7	Restrictions on Subcontractor Sales to the Government (JUL 1985). Anti-Kickback Procedures (JUL 1995) - If this PO exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert “Buyer and to” after the sixth word “to.” In paragraph (c)(3), insert “Buyer and” after the sixth word “with.” Add the following to the end of paragraph (c)(4): “In addition to any other remedies which the Buyer has at law, in equity, or under this PO, Buyer shall have the right to withhold from Seller the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller.”
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) – If this PO exceeds \$100,000. The term “Contracting Officer” in the last line of paragraph 2 means Buyer.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990) - If this PO exceeds \$100,000. Change the beginning of

determinations will be subject to FAR part 31. "Government" means Government and Buyer.

52.215-38

Preparation of Offers - Construction (JAN 1991).

52.215-39

Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995) - If this PO requires certified cost or pricing data or if any preaward or postaward cost determinations will be subject to FAR part 31.

52.215-40

Notification of Ownership Changes (FEB 1995) - If this PO meets the applicability requirements of FAR 15.804-8(g).

52.219-8

Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990) - If this PO offers further subcontracting

- 52.222-20 **Walsh Healy Public Contracts Act (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-21 **Prohibition of Segregated Facilities.**
- 52.222-23 **Notice of Requirement for Affirmative Action to Ensure Equal**

appears in Paragraph (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5) in Paragraph (j) and subparagraph (j)(1), "Government" means Government or Buyer. The fourth sentence of paragraph (b) is changed to read: "Neither the Government nor the Buyer shall be liable..."

52.246-2

Inspection of Supplies - Fixed-Price (JUL 1985) - "Contracting Officer" means Buyer. "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), and throughout paragraphs (c) and (d), 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.

52.246-23

Limitation of Liability (APR 1984) - Not applicable to the extent this PO

- 252.223-7002 **Safety Precautions for Ammunition and Explosives (MAY 1994)** - If this PO involves ammunition or explosives.
- 252.223-7003 **Change in Place of Performance - Ammunition and Explosives (MAY 1991)** - (If this PO involves ammunition or explosives). "Contracting Officer" means Buyer.
- 252.223-7005 **Hazardous Waste Liability (OCT 1992)** - "Contracting Officer" means Buyer, "Government" means Government and Buyer.
- 252.223-7006 **Prohibition of Storage and Disposal of Toxic and Hazardous Materials (APR 1993) with its Alternate I (NOV 1995)** - If this PO requires, may require, or permits a subcontractor to treat or dispose of Non-DoD owned toxic or hazardous materials as defined in the clause. "Government" means Government and Buyer.
- 252.225-7001 **Buy American Act and Balance of Payments Program (JAN 1984).**
- 252.225-7002 **Qualifying Country Sources as Subcontractors (DEC 1991).**
- 252.225-7007 **Trade Agreements Act (JAN 1994).**
- 252.225-7008 **Supplies to be Accorded Duty-Free Entry (DEC 1991)** – If this PO is for supplies.
- 252.225-7009 **Duty-Free Entry - Qualifying Country End Products and Supplies (DEC 1991)** - If this PO is for supplies.
- 252.225-7010 **Duty-Free Entry - Additional Provisions (DEC 1991)** – If this PO is for supplies.
- 252.225-7012 **Preference for Certain Domestic Commodities (MAY 1994).**
- 252.225-7014 **Preference for Domestic Specialty Metals (DEC 1991), with Alternate I (DEC 1991).**
- 252.225-7015 **Preference for Domestic Hand or Measuring Tools (DEC 1991).**
- 252.225-7016 **Restriction on Acquisition of Anti-friction Bearings (APR 1993).**
- 252.225-7017 **Preference for United States and Canadian Valves and Machine Tools (APR 1995).**
- 252.225-7023 **Restriction on Acquisition of Carbonyl Iron Powders (APR 1992).**
- 252.225-7025 **Foreign Source Restrictions (APR 1993)** - If this PO is for any of this clause's restricted items.
- 252.225-7026 **Reporting of Contract Performance Outside the United States (APR 1993)** - If this PO is for over \$100,000, except a PO for commercial items (as defined in DFARS 211.7001), construction, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- 252.225-7027 **Limitation on Sales Commissions and Fees (DEC 1991)** - Countries listed in the prime contract(s) are incorporated herein by reference.
- 252.225-7028 **Exclusionary Policies and Practices of Foreign Governments (DEC 1991).**
- 252.225-7030 **Restriction On Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992).**
- 252.227-7013 **Rights in Technical Data and Computer Software - (OCT 1988)** - Notwithstanding any clause or other provision of this PO to the contrary, "Contract No." means the prime contract(s) under which this PO is issued and to which this clause is applicable and "Contractor" means Buyer in the first two lines of the Limited Rights Legend.
- 252.227-7023 **Drawings and Other Data to Become Property of Government (MAY 1979)** - "Contractor" means Seller and "Government" means Government and Buyer. "Contracting Officer" means Buyer.
- 252.227-7030 **Technical Data - Withholding of Payment (OCT 1988)** - "Contracting Officer" and "Government" mean Buyer.

252.227-7032 **Rights in Technical Data and Computer Software (Foreign) (JUN 1975)** - If this PO is with a non-U.S., non-Canadian Seller.
252.231-7000 **Supplemental Cost Principles (DEC 1991).**
252.232-7006 **Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992) -**

- 52.203-11 **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** - If this PO exceeds \$100,000. The term "Contracting Officer" in the last line of paragraph 2 means Buyer.
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions** - If

- 52.203-6 **Restriction on Subcontractor Sales to the Government with its Alternate 1-** Applicable if this PO exceeds \$100,000 and is for commercial items.
- 52.204-2 **Security Requirements** - If access to classified material is required.
- 52.211-5 **New Material** - "Contracting Officer" and "Government" means Buyer in the last two sentences.
- 52.211-6 **Listing of Other than New Material Residual Inventory, and Former Government Surplus Property.**
- 52.211-7 **Other Than New Material, Residual Inventory, and Former Government Surplus Property** - "Contracting Officer" means Buyer.
- 52.211-10 **Commencement, Prosecution and Completion of Work.**
- 52.211-15 **Defense Priority and Allocation Requirements.**
- 52.215-38 **Preparation of Offers - Construction.**
- 52.215-42 **Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - M2I4to21 Twn9sl9 Tw{16.973Trc93(x)4.1(ceed)-5.3(s \$ 8)Tjc4**

- 52.223-7 **Notice of Radioactive Materials** - "Government" means Buyer or the Government. In paragraph (a), "Contracting Officer" means Buyer.
- 52.223-11 **Ozone Depleting Substances.**
- 52.225-10 **Duty-Free Entry** - Except where noted herein, "Contracting Officer" and "contract administration office" mean Buyer, and "foreign" means non-U.S. In Paragraph (b)(1), change "20 days" to "30 days", and "contract" means the prime contract(s). In Paragraph (b)(2), delete the fifth word "determines" and substitute the words "has been notified" in lieu thereof. In Paragraph (d), "Contracting Officer" means Contracting Officer, and "this contract" means the prime contract(s). In Paragraph (e), "this contract" means the prime contract(s), and "Contracting Officer" means Contracting Officer. In Paragraph (h), "contract administration office" means contract administration office, and "Contracting Officer" means Contracting Officer.
- 52.225-11 **Restrictions on Certain Foreign Purchases.**
- 52.228-3 **Worker's Compensation Insurance (Defense Base Act)** - If the Defense Base Act applies to this PO.
- 52.228-5 **Insurance - Work on a Government Installation** - If work is to be performed on a Government installation.
- 52.229-2 **North Carolina State and Local Sales Tax** (Applicable for Construction Performed in NC).
- 52.229-3 **Federal, State and Local Taxes**

- 52.236-10 **Operations and Storage Areas** - "Contracting Officer" means Buyer.
- 52.236-11 **Use and Possession Prior to Completion** - "Contracting Officer" means Buyer.
- 52.236-12 **Cleaning Up** - "Contracting Officer" means Buyer.
- 52.236-13 **Accident Prevention** - "Contracting Officer" means Government and Buyer.
- 52.236-15 **Schedules for Construction Contracts** - "Contracting Officer" means Buyer.
- 52.236-17 **Layout of Work** - "Contracting Officer" means Buyer.
- 52.236-21 **Specifications and Drawings for Construction** - "Contracting Officer" means Buyer except the first time it is used in paragraph (a) wherein it means Buyer and Government.
- 52.242-12 **Report of Shipment (REPSHIP)**. (If shipment of controlled or classified materials is involved in this PO).
- 52.243-1 **Changes - Fixed Price** - "Contracting Officer" and "Government" mean Buyer.
- 52.243-5 **Changes and Changed Conditions** - "Contracting Officer" means Buyer and "Contractor" means Seller. Delete paragraph (e).
- 52.244-6 **Subcontracts for Commercial Items and Commercial Components.**
- 52.245-2 **Government Property (Fixed-Price Contracts)** - "Government" means Buyer except 1) in the terms "Government-furnished property" and "Government property", 2) the second time it appears in Paragraph (b)(1)(ii), 3) in Paragraph (c)(1), 4) in Paragraph (f), and 5) in Paragraph (j) and subparagraph (j)(1), "Government" means Government or Buyer. The fourth sentence of paragraph (b) is changed to read: "Neither the Government nor the Buyer shall be liable..."
- 52.246-2 **Inspection of Supplies - Fixed-Price** - "Contracting Officer" means Buyer. "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), throughout paragraphs (c) and (d), 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.

DFARS II

TITLE

Part A

The clauses listed in this DFARS II, Part A, are not applicable to the

- 252.225-7012 **Preference for Certain Domestic Commodities.**
- 252.225-7014 **Preference for Domestic Specialty Metals, with its Alternate I.**

PRIME CONTRACTS - FASA ADDED

F41689-94-G-0001	F41689-90-G-0701	F41689-91-C-0731
F08635-86-C-0249	F33657-88-C-2094	F33657-90-D-0048
F08635-96-D-0019	F33657-90-D-0031	F33657-91-C-0041
F33600-94-C-0060	F33600-93-C-0063	F33600-94-C-0068
F33600-95-C-0084	F33600-92-C-0110	F33600-95-C-0098
F33600-96-D-0036	F33600-96-C-0044	F33600-95-C-0234
F33600-96-C-0002	F33600-92-G-0004	F33657-93-G-3022
F33657-90-C-2233	F33657-93-C-2380	F33657-88-C-0037
F33657-84-C-0247	F33657-82-C-2034	F33657-82-C-2038
F33657-93-C-2374	F33657-89-C-0009	F33657-94-C-2259
F33657-95-C-2028	F33657-84-C-0192	F33657-90-C-2002
F33657-82-C-2120	F33657-95-C-2022	F33657-95-C-2005
F33657-95-C-2017	F33657-95-C-2016	N00019-95-C-0063
N00019-95-C-0080	N00019-95-C-0081	N68520-92-G-0003
N00019-85-C-0146	F42620-95-C-0100	F42620-92-C-0381
F42620-95-C-0222	F42620-95-C-0308	F42600-89-C-0832
F42620-91-C-0569	F42600-87-C-2567	F42620-91-C-0815
F42620-91-D-0378	F42600-91-G-7544	F42620-92-C-0065
F42620-92-C-0360	F42620-92-D-0158	F42620-93-D-0168
F42620-94-C-0028	F42620-94-D-0071	F42620-95-D-0176
F42620-95-D-0177	F42620-95-D-0178	F42620-96-C-0019
F42620-91-D-0035	F42620-91-D-0036	F42620-91-D-0037
F42620-91-D-0039	F42620-92-D-0056	F42620-95-D-0079
F42620-95-D-0080	F42620-95-D-0131	F42600-87-D-1616
F42600-89-D-0658	F42620-92-D-0316	F42620-94-C-0013
F42620-94-C-0072	F42620-95-C-0236	F42620-93-C-0066
F42600-90-C-0398	F42620-91-C-0732	F42620-92-C-0069
F42620-92-C-0093	F42620-94-C-0012	F42620-95-C-0110
F04606-87-D-0034	F04606-95-D-0065	F04606-87-G-0075
F04606-91-D-0486	F33657-86-C-0171	F04606-95-C-0339
F04606-88-G-0820	F41608-86-G-0657	F41608-92-G-0032
F33606-95-C-0339	F04606-96-D-0030	F33615-89-C-3600
F33615-88-C-3611	F33615-90-C-3000	F33615-95-D-3214
F33615-93-C-1204	F33615-94-C-1554	F33615-89-C-2916
F33615-92-C-3805	F33615-94-C-3210	F33615-94-C-3008
F33615-88-C-3402	F33615-87-C-3207	F33615-95-C-5021
F33615-92-C-5981	F33615-95-C-5538	

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ATTACHMENT 4 TO APPENDIX 1

**THE FOLLOWING ADDITIONAL CLAUSES ARE FOR CONSTRUCTION CONTRACTS
NOT ISSUED PURSUANT TO A GOVERNMENT PRIME CONTRACT**

1. Seller shall comply with all applicable provisions of all Federal and State laws and regulations, including but not limited to, all applicable labor and employment laws. Seller agrees to indemnify Buyer against any loss, co