

**TERMS AND CONDITIONS
FOR
FACILITIES WORK IN MARIETTA, GEORGIA
UNDER
LEASE F33657-97-L-2019**

1 - DEFINITIONS

As used throughout this PO and documents related to performance hereunder, the following terms shall have the meanings set forth below except as otherwise noted:

- (a) The terms "LMAS" and "Lockheed Martin" mean "Lockheed Martin."
- (b) The terms "Contractor," "Subcontractor," "supplier," "vendor," and "_____," mean "Contractor."
- (c) The term "schedule" means the typed provision of this PO.

(m) The term "DFARS" means the Defense Federal Acquisition Regulation as in effect on the date of this PO unless specific date is shown.

2 – Independent Contractor

Contractor is an independent contractor in all its operations and activities hereunder and the employees furnished by Contractor to perform work pursuant to this PO are Contractor's employees exclusively without any relation whatsoever to Lockheed Martin. Said employees shall be paid by Contractor for all services performed under this PO and Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workers' Compensation, Income Tax, and any other reports and deductions required by local, state, and/or federal law or regulation. Contractor is not granted, expressly or impliedly, any right or authority to create any obligation or liability on behalf of or in the name of Lockheed Martin, or to bind Lockheed Martin in any manner whatsoever.

3 – DUTIES OF CONTRACTOR

Contractor shall perform design and construction work and services for Lockheed Martin's project as identified on this PO. Such work and services shall be performed in compliance with the Statement of Work and Specifications referenced in this PO. Contractor shall perform such work and services with that degree of care, skill, supervision, thoroughness and competence exercised by the engineering, design, construction and consulting professions and in accordance with good trade and professional practices.

4 – DESIGN AND CONSTRUCTION WORK AND SERVICES

(a) Contractor shall submit all drawings, designs and specifications for Lockheed Martin's approval. Drawings, designs and specifications shall set in detail the requirement for

6 - OVERSIGHT OF THE WORK BY LOCKHEED MARTIN

The extent and character of the work to be done by Contractor shall be subject to the general supervision and approval of Lockheed Martin. The work to be performed by Contractor's agents, employees and subcontractors shall be subject to the supervision, inspection, direction, control and approval of Contractor.

7 - RESPONSIBILITY FOR THE WORK

(a) Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other work and services furnished by Contractor under this PO. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other work and services.

(b) Neither Lockheed Martin's review, approval or acceptance of, nor payment for, the services required under this PO shall be construed to operate as a waiver of any rights under this PO or of any cause of action arising out of the performance of this PO, and Contractor shall be and remain liable to Lockheed Martin in accordance with applicable law for all damages to Lockheed Martin caused by Contractor's negligent performance of any of the services furnished under this PO.

(c) The rights and remedies of Lockheed Martin provided for under this PO are in addition to any other rights and remedies provided at law.

(d) If Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8 - SPECIFICATIONS AND DRAWINGS

(a) Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Lockheed Martin access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings but not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In the case of difference between drawings and specifications, the specifications shall govern. In the case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Lockheed Martin, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. Lockheed Martin shall furnish from time to time such detailed drawings and other information as conse a2.753 o2"eeaT 0 -125 0

(d) Shop drawings means drawings submitted to Lockheed Martin by Contractor, or any lower-tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e. form, fit, and attachment details) of materials of equipment. It includes, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the work required by this PO. Lockheed Martin may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this PO.

(e) If this PO requires shop drawings, Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with the requirements of this PO, and shall indicate Contractor's approval thereon as evidence of such coordination and review. Shop drawings submitted to Lockheed Martin without evidence of Contractor's approval may be returned for resubmission. Lockheed Martin will indicate an approval or disapproval of the shop drawings and if not approved as submitted, shall indicate Lockheed Martin's reasons therefor. Any work done before such approval shall be at Contractor's own risk. Approval by Lockheed Martin shall not relieve Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this PO, except with respect to variations described and approved in accordance with paragraph (f) below.

(f) If shop drawings show variations from the requirements of this PO, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Lockheed Martin approves any such variation, Lockheed Martin shall issue an appropriate modification to this PO, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(a) When this PO is executed or as otherwise agreed between the parties, Contractor shall submit to Lockheed Martin a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under this PO, and their respective duties. Contractor shall keep the data furnished current by supplementing it as additional information becomes available.

(b) Work performance under this PO shall be under the full-time resident direction of: (1) Contractor, if Contractor is an individual; (2) one or more principal partners, if Contractor is a partnership; or (3) one or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if Lockheed Martin approves, Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

11 - SCHEDULES OF THE WORK

(a) Upon the request of Lockheed Martin, Contractor shall, within five days after the work commences under the PO or another period of time determined by Lockheed Martin, prepare and submit to Lockheed Martin for approval three copies of a practicable schedule showing the order in which Contractor proposes to perform the work, and the dates on which Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If Contractor fails to submit a schedule within the time prescribed, Lockheed Martin may withhold approval of payments for work in process until Contractor submits the required schedule.

(b) Contractor shall enter the actual progress on the chart as directed by Lockheed Martin, and upon doing so shall immediately deliver three copies of the annotated schedule to Lockheed Martin. If, in the opinion of Lockheed Martin, Contractor falls behind the approved schedule, Contractor shall take steps necessary to improve its progress, including those that may be required by Lockheed Martin, without additional cost to Lockheed Martin. In this circumstance, Lockheed Martin may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction, and to submit for approval any supplementary schedule or schedules in chart form as Lockheed Martin deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of Contractor to comply with the requirements of Lockheed Martin under this Clause shall be grounds for a determination by Lockheed Martin that Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in this PO. Upon making this determination, Lockheed Martin may terminate Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this PO.

12 - SUPERINTENDENCE BY CONTRACTOR

At all times during performance of this PO and until the work is completed and accepted, Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to Lockheed Martin and has the authority to act for Contractor.

13 - PERMITS AND RESPONSIBILITIES

Contractor shall, without additional expense to Lockheed Martin, be responsible for obtaining any

necessary licenses and permits, and for complying with any Federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under this PO.

14 - SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

(a) Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) general weather conditions; (4) the conformation and conditions of the ground; (5) applicable security requirements; and (6) the character of equipment and facilities needed preliminary to and during work performance. Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Lockheed Martin, as well as from the drawings and specifications made a part of this PO. Any failure of Contractor to take the actions described and acknowledged in this paragraph shall not relieve Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding successfully to perform the work without additional expense to Lockheed Martin.

(b) Lockheed Martin assumes no responsibility for any conclusions or interpretations made by Contractor based on the information made available by Lockheed Martin. Nor does Lockheed Martin assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of Lockheed Martin's officers, agents, subcontractors or employees prior to the execution of this PO, unless that representation is expressly stated in this PO and for which liability is not expressly assumed by Lockheed Martin. Lockheed Martin's representation herein shall be deemed only for the information of Contractor and Lockheed Martin and shall not render Lockheed Martin responsible or liable therefor.

15 -additional TcTD -ovc ble fnufor 0.1umbdble fdend TD -umbnewoncuto rs

contemplates incorporating into the work. When requesting approval, Contractor shall provide full information concerning the material or Supplies. When directed to do so, Contractor shall submit samples for approval at Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and Supplies that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this PO shall be performed in a skillful and workmanlike manner. Lockheed Martin may require, in writing, that Contractor remove from the work any employee Lockheed Martin deems incompetent, careless, or otherwise objectionable.

16 - AVAILABILITY AND USE OF UTILITY SERVICES

(a) Lockheed Martin shall make all reasonably required amounts of utilities available to Contractor from existing outlets and supplies, as specified in this PO. Contractor shall carefully conserve all utilities furnished by Lockheed Martin.

(b) Contractor, at its expense and in a workmanlike manner satisfactory to Lockheed Martin, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining usage. Before final acceptance of the work by Lockheed Martin, Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

17 - SAFETY PROVISIONS

(a) Contractor shall comply with all Federal, State, Local and other safety laws and regulations and standards in the performance of work hereunder.

(py.018ank0552 Ttagractor shall comply with all FOED Tc 0.nldlnd

(4) The particular elements of contract performance which Contractor considers to be affected by the conduct, including an estimate of any cost or schedule impact;

(5) Contractor's estimate of the time by which Lockheed Martin must respond to Contractor's notice to minimize cost, delay or disruption of performance.

(b) Contractor shall take no action in reliance on the conduct considered to constitute a change unless and until Lockheed Martin's Authorized Procurement Representative issues a written change order covering the conduct in question.

19 – CHANGES

(a) Lockheed Martin may at any time, by written order from Lockheed Martin's Authorized Procurement Representative, and without notice to sureties or assignees, if any, make changes in the Work within the general scope of this PO, including changes:

(1) In the specifications (including drawings and designs),

(2) In the method or manner of performance of the Work,

(3) In the Lockheed Martin furnished facilities, equipment, materials, services, or site; or,

(4) Directing acceleration in the performance of the Work or other schedule changes.

(b) Except as may otherwise be expressly provided in this PO, if any such change under subparagraphs (a)(1), (2), or (3) above causes an increase or decrease in the time required for performance of this PO, whether or not changed by the order, Lockheed Martin shall make an equitable adjustment in the delivery schedule, and the affected PO(s) shall be modified accordingly in writing.

(c) Except as may otherwise be expressly provided in this PO, if any change under paragraph (a) above causes an increase or decrease in the cost of performance of any part of

(f) Nothing contained in this Clause shall excuse Contractor from proceeding without delay with this PO as changed.

20 - INSPECTION OF WORK

(a) "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.

(b) Contractor shall maintain an adequate inspection system acceptable to Lockheed Martin and shall perform such inspections as will ensure that the work performed under this PO conforms to contract requirements. Contractor shall maintain complete inspection records and make them available to Lockheed Martin. All work shall be conducted under the general direction of Lockheed Martin and is subject to Lockheed Martin inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this PO.

(c) Lockheed Martin inspections and tests are for the sole benefit of Lockheed Martin and do not:

(1) Relieve Contractor of responsibility for providing adequate quality control measures;

(2) Relieve Contractor of responsibility for damage to or loss of the material for acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of Lockheed Martin after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Lockheed Martin inspector does not relieve Contractor from any requirement of this PO, nor are the inspectors authorized to change any term or condition of the specification without the written authorization of Lockheed Martin's Authorized Procurement Representative.

(e) Contractor shall promptly furnish, without additional charge, all facilities, labor, parts, supplies, and material reasonably needed for performing such safe and convenient inspections as may be required by Lockheed Martin. Lockheed Martin may charge to Contractor any additional cost of inspection or test when work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Lockheed Martin shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in this PO.

(f) Contractor shall, without additional charge, replace or correct work found by Lockheed Martin not to conform to the requirements of this PO, unless Lockheed Martin consents to accept the work with conditnot Tj2eTjun5d

Martin promptly for all costs incurred by Lockheed Martin for such work.

22 - TERMINATION - STOP-WORK

(a) Termination for convenience. The clause at FAR 52.249-2 (Alternate I) is incorporated herein by reference except that as used in said clause "the contract" means "this PO," "Government" and "Contracting Officer" means "Lockheed Martin." In paragraph (d) the reference to "one year" is changed to "six months," and in paragraph (k) the reference to "90 days" is changed to "forty-five (45) days." Paragraph (i) is deleted.

(b) Termination for default. The clause at FAR 52.249-10 is incorporated herein by reference except that as used in said clause "the contract" means "this PO," "Contracting Officer" means "Lockheed Martin," "Government" means "Lockheed Martin." The fourth sentence in subparagraph (b)(2) of the foregoing clause is deleted.

(c) Stop-Work Order. The clause at FAR 52.242-15 is incorporated herein by reference except that as used in said clause "the contract" means "this PO," "Contracting Officer" and "Government" means "Lockheed Martin." The reference to "thirty (30) days" in paragraph (b)(2) is changed to "twenty (20) days," and the references to the "Termination for the Convenience of the Government" and "Default" clauses mean "paragraph (a)" and "paragraph (b) of this Clause" respectively.

(d) Protest After Award. The clause at FAR 52.233-3 is incorporated herein by reference except that the first sentence of said clause is changed to read as follows: "Upon receipt by Lockheed Martin of an order issued pursuant to FAR 33.1 from the Contracting Officer to stop performance of the work called for by the prime contract to which this PO relates, Lockheed Martin may, by written order to Contractor, direct Contractor to stop performance of the work called for by this PO." Further, with respect to the balance of said FAR clause, as used therein "Contracting Officer" and "Government" mean "Lockheed Martin," "the contract" means "this." The reference to "thirty (30) days" in paragraph (b)(2) is changed to "twenty (20) days," and the references to the "Termination for the Convenience of the Government" clause and "Default" clauses mean "paragraph (a)" and "paragraph (b) of this Clause," respectively.

(e) In the event Contractor makes an assignment for the benefit of creditors, undergoes receivership, institutes voluntary proceedings in bankruptcy, or is adjudged bankrupt, Lockheed Martin may terminate this PO, for default in accordance with paragraph (b) above.

(f) Contractor agrees that its failure to submit such claim or claims within the applicable time period shall constitute a waiver thereof unless Contractor requests in writing, prior to the expiration of the applicable time period, that a time extension for filing its claim be granted by Lockheed Martin. Any such extensions shall not be unreasonably disapproved and shall be effective if authorized in writing by Lockheed Martin.

23 - COST AND PERFORMANCE

(2) In making such progress payments, there shall be retained 10% of actual and estimated amounts until final completion and acceptance of all work covered by this contract.

(3) All material delivered on the site, or incorporated into the work, and any other work covered by progress payments made shall thereupon become the sole property of Lockheed Martin, but this provision shall not be construed as relieving Contractor from the sole risk and responsibility for such materials and work upon which payments have been made, or to relieve Contractor from the obligation to restore or replace any damaged work or materials, or as a waiver of the right of Lockheed Martin to require the fulfillment of all of the terms of this PO on schedule.

(4) After completion of all work hereunder by Contractor and acceptance by Lockheed Martin, and after Contractor shall have furnished to Lockheed Martin full and complete waivers of all materials men's and mechanics' liens, Lockheed Martin shall pay to Contractor the full amount of the cost of the work, less all amounts theretofore paid.

(5) If (i) defective work has not been remedied, (ii) any claim is filed or reasonable evidence exists that a claim probably will be filed against the Contractor, the premises or the work for unpaid material, labor or services, or (iii) Contractor has failed to make the required payments to the subcontractors for material, labor or services, then in any such event, Lockheed Martin may withhold part or all of the payment or payments hereinabove referred to until such conditions have been remedied or removed or provided for satisfactorily to Lockheed Martin.

(6) Invoices serially numbered, shall be prepared and submitted in triplicate, one of which must be marked "original." Lockheed Martin's PO number must appear on all copies of invoices.

25 - PERFORMANCE AND PAYMENT BOND

Contractor shall, if requested by Lockheed Martin before or within thirty (30) days after execution of this PO, furnish a performance and payment bond each in the amount and form and issued by surety companies authorized to do business in the Sate of Georgia. The cost of such bonds shall be included in Contractor's price.

If it develops that Contractor cannot furnish a satisfactory bond or bonds, Lockheed Martin shall have the right to terminate this PO without liability of any kind.

26 - INSURANCE - WORK ON LOCKHEED MARTIN OR GOVERNMENT PREMISES

(a) Unless otherwise specified by Lockheed Martin, Contractor shall, at its own expense, provide and maintain during the entire performance of this PO, at least the kinds and minimum amounts of insurance set forth below:

	<u>Limits</u>	
<u>Type of Work</u>	<u>Bodily Injury</u>	<u>Property Damage</u>

		<u>(Per Person/Occurrence)</u>
Non-hazardous	\$250,000	\$250,000/500,000
Hazardous	\$500,000	\$500,000/\$1,000,000
Extra Hazardous	\$1,000,000	\$1,000,000/2,000,000

(b) For the purposes of this Clause, the terms "Extra Hazardous," "Hazardous," and "Non-Hazardous" have the following meanings:

(1) Extra Hazardous Work means work such as (i) heavy construction work, (ii) work performed in manufacturing or flight areas of Lockheed Martin's premises where aircraft or aircraft assemblies are exposed, and (iii) work performed directly in or upon aircraft or aircraft assemblies.

(2) Hazardous Work means all other work performed in manufacturing or flight areas of Lockheed Martin's premises. Except as covered by subparagraph (b)(1)(ii) above, minor construction work, regardless of where such work is performed, shall be considered as Hazardous Work.

(3) Non-Hazardous Work means all work performed outside of manufacturing and flight areas, except for work, such as construction work, which is considered as Hazardous or Extra Hazardous Work.

(c) Upon Lockheed Martin's request, Contractor shall provide to Lockheed Martin satisfactory evidence in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or material change adversely affecting Lockheed Martin's interests shall not be effective (1) for such period as the laws of the state in which this PO is to be performed prescribe or (2) until thirty (30) days after the insurer or Contractor gives written notice to Lockheed Martin, whichever period is longer.

(d) Contractor shall insert the substance of this Clause, including this paragraph (d) in lower tier subcontracts under this PO which require work on Lockheed Martin's premises and shall require lower tier subcontractors to provide and maintain the required insurance required in paragraph (a) above.

Hazar work on Loclr0.0low5kuire Tc 0.d0low5/F1e e, -12.75 TD -0.1006 TtTI13.75 0 T
che360low5kuunusu.1rna Tje,0rln -075 0 T low35est, Cont084 effsnclE CO12.lftractor gaph (ddoT

under this Clause and the affected PO(s) modified in writing accordingly.

(c) No request by Contractor for an equitable adjustment to this PO under this Clause shall be allowed, unless Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by Lockheed Martin at Lockheed Martin's election.

(d) No request by Contractor for an equitable adjustment to this PO for differing site conditions shall be allowed if made after final payment under this PO.

28 - OPERATIONS AND STORAGE AREAS

(a) Contractor shall confine all operations (including storage of materials) on Lockheed Martin premises to areas authorized or approved by Lockheed Martin. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of materials shall be made upon Lockheed Martin or Government premises. At Lockheed Martin's option, areas adjacent to the work area may be made available for use by Contractor without cost whenever such use will not interfere with Lockheed Martin or Government use or purposes, and with respect to Government premises, subject to any required approval by the Government.

(b) Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this PO or failure to exercise reasonable care in performing the work. If Contractor fails or refuses to repair the damage promptly, Lockheed Martin may have the necessary work performed and charge the cost to Contractor.

30 - ACCIDENT PREVENTION

(a) Contractor shall provide and maintain work environments and procedures which will (safeguard, the public, Lockheed Martin and Government personnel, property, materials, supplies and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Lockheed Martin and Government operations and delays in project completion dates; and (3) control costs in the performance of this PO.

(b) For these purposes on contracts for construction, dismantling, demolition, or removal of improvements, Contractor shall:

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the safety requirements of Lockheed Martin;

(3) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910;

(4) Ensure that any additional measures Lockheed Martin determines to be reasonably necessary for this purpose are taken.

(c) If this PO is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, Contractor shall comply with the pertinent provisions of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation to which this PO relates.

(d) Whenever Lockheed Martin or the Contracting Officer becomes aware of any

(e) Contractor shall insert this Clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

31- CLEANING UP

Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor shall remove from the work site and premises of Lockheed Martin any rubbish, tools, scaffolding, equipment, and materials that are not the property of Lockheed Martin. Upon completing the work, Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to Lockheed Martin.

32 - OTHER CONTRACTS

Lockheed Martin may undertake or award other contracts for additional facilities work. Contractor shall fully cooperate with the other contractors and with Lockheed Martin employees and shall carefully adapt scheduling and performing the work under this PO to accommodate the additional work, heeding any direction that may be provided by Lockheed Martin. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Lockheed Martin's employees.

33 - PATENT INDEMNITY, TRADEMARKS AND COPYRIGHTS

(a) To the extent that the Supplies to be furnished hereunder are produced to detailed designs not originated and furnished by Lockheed Martin or by a process or method, the use of which is not specifically directed by Lockheed Martin, Lockheed Martin shall have no responsibility to Contractor for patent infringement and Contractor guarantees that the sale or use of such Supplies or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks or copyrights. Contractor shall defend, indemnify and hold Lockheed Martin and its customers harmless from any loss, cost, damage, expense (including attorney's fees) or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks or copyrights with respect to such Supplies, and defend, at its own expense, any action or claim in which such infringement is alleged by third parties, provided Contractor is notified of such actions or claims against Lockheed Martin.

(b) Contractor's liability under this Clause shall be reduced to the extent Lockheed Martin is afforded protection from any expense, cost, loss, damage or liability by FAR 52.227-1 "Authorization and Consent" which clause is incorporated herein by reference except as used therein "Government" means "Government," "Contractor" means "Contractor" and "contract" means "this PO."

34 - NOTICE TO LOCKHEED MARTIN OF LABOR DISPUTES

(a) If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this PO, Contractor shall immediately give notice, including all relevant information, to Lockheed Martin.

admitted until proper certification and evidence of required insurance coverage have been filed with and approved by Lockheed Martin, and a vehicle pass has been secured from Lockheed Martin's Construction Contract Administrator.

(e) EQUIPMENT LIMITATIONS. Lockheed Martin reserves the right to limit the type of equipment used by Contractor. Use of equipment that may cause damage to nearby equipment and/or endanger personnel will be especially controlled.

(f) IN-PLANT TRAFFIC. Contractor shall schedule and arrange his work operations so that all of Lockheed Martin's traffic will have freedom of movement through the area at all times. Contractor will be advised by Lockheed Martin as to the sequence of construction necessary for existing traffic conditions.

(g) PERSONNEL AND DELIVERY OF MATERIALS. All personnel, including those delivering materials, shall be instructed by Contractor as to the applicable plant regulations and the location of the job site.

(h) SAFETY MEASURES. Contractor will be required to provide all safety equipment and shields and any other means necessary to preclude the possibility of injury and/or damage

(o) CONSTRUCTION WATER. Construction water is available near the job site. Contractor shall furnish all valves, fittings, hoses, etc., as required. All temporary lines, fittings, etc., shall be furnished, installed, connected, and maintained by Contractor in a workmanlike manner satisfactory to Lockheed Martin, and shall be removed by Contractor in like manner at his expense prior to acceptance of the work.

(p) COMPLIANCE WITH HAZARD COMMUNICATION. Contractor shall comply with the Hazard Communication Program in accordance with the department of Labor's Occupational Safety and Health Administration Regulation, 29 CFR 1910.1200, "Hazard Communication."

(q) HAZARD COMMUNICATION PROGRAM. Lockheed Martin maintains a list of hazardous chemicals in use at Lockheed Martin's Facilities. A set of appropriate Material Safety Data Sheets (MSDS) for those chemicals is available at the Facilities Engineering Office and at other strategic locations in the plant. If Contractor's employees will work at Lockheed Martin's facilities, Contractor must review its PO for information about hazardous chemicals. Contractor shall furnish (1) a list of all chemicals, paints, cleaners, compounds, and other liquid products that will be used in the performance of Work and (2) a copy of the MSDS for those materials that are hazardous according to OSHA (29 CFR 1910.1200). Contractor will provide such a listing in advance of performing any work. Contractor must inform its employees of the hazards they may encounter in their work and must provide appropriate clothing, respirators, and equipment as required to perform their jobs safely. Contractor may use MSDSs from Lockheed Martin's Material Safety Reference Points to help in this matter. Contractor shall have copy of MSDS available at construction office at all times.

(r) SAFETY RULES AND REGULATIONS. Prior to commencement of any work, Contractor shall review with their employees, and subcontractors all applicable safety rules and regulations, including the Contractor's Safety Handbook. Contractor shall be required to certify in writing that these safety rules and regulations have been reviewed with all of its employees and subcontractors.

(s) SPRAY PAINTING AND USE OF CHEMICALS. All work involving spray painting or the use of any chemical must be approved by Lockheed Martin prior to the commencement of that work. Material Safety Data Sheets on these products shall be submitted by Contractor for the review of hazardous materials and the method of application.

(t) BANNED MATERIALS. Contractor warrants and represents that items delivered under this PO 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 Lockheed Martin against any loss, cost, damage or liability, including removal costs, by reason of Contractor's violation of this warranty.

(u) SMOKING POLICY. Contractor will ensure that all personnel, subcontractors, vendors, etc. comply with Lockheed Martin's smoking policy.

(v) PROJECT INVITATION SUSPENSION.

(1) If, in the opinion of Lockheed Martin, Contractor is failing to properly

(2) In addition to Lockheed Martin's options under Paragraph (1), if, in the opinion of Lockheed Martin, Contractor is mishandling or improperly disposing of hazardous materials or waste products at Lockheed Martin's facility, Lockheed Martin may order Contractor to cease work hereunder until such violations are corrected to the satisfaction of Lockheed Martin. During this work stoppage, Lockheed Martin shall not be obligated to Contractor for payments, and no extensions of time shall be given for the completion of Contractor's work.

(w) CLOSEOUT DOCUMENTS. Contractor shall submit to Lockheed Martin, all required closeout documents within thirty (30) calendar days after completion of all work (excluding administrative tasks) associated with this project. Closeout documents include, without limitation, items such as: payroll reports, as-built and original tracing drawings, operation and maintenance data, security employee badges (if expired), final invoice and other required documents.

8IRECTION AND REDIRECTION OF EFFORT

While Lockheed Martin's engineering and technical personnel may from time-to-time render assistance to Contractor concerning the Supplies to be furnished by Contractor, Lockheed Martin's Authorized Procurement Representative shall be the only individual authorized to direct and/or redirect the effort or in any way amend any of the terms of this PO.

39- FOREIGN NATIONALS

For purposes of this clause,

(1) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person; and

(3) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.

(b) Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) The Air Force has reviewed the requirements specified in the prime contract to reflect this policy. Where considered essential, specific authorization has been obtained to require use of the following substances.

<u>SUBSTANCE</u>	<u>APPLICATION/USE</u>	<u>QUANTITY(IES)</u>
------------------	------------------------	----------------------

None		
------	--	--

(e) Contractor is encouraged to notify Lockheed Martin if any Class I DDS not specifically listed is required in the performance of this PO.

43 – USE OF LOCKHEED MARTIN'S DATA

(a) "Lockheed Martin's data" as used herein means data, designs or other information owned by Lockheed Martin. The term does not include data, designs or other information owned by the Government. Contractor shall not reproduce, use or disclose any data, designs, drawings or other information belonging to or supplied by or on behalf of Lockheed Martin, except as necessary in the performance of this PO or other POs with Lockheed Martin or the U.S. Government pursuant to paragraph (c) below. Upon Lockheed Martin's request, such data, designs, drawings, and other information, and any copies thereof, shall be returned to Lockheed Martin. Where Lockheed Martin's data, designs, drawings or other information are furnished to Contractor's lower tier subcontractors for performance of this or other subcontracts with Lockheed Martin, Contractor shall insert a similar provision in Contractor's subcontracts with its lower tier subcontractors.

(b) Lockheed Martin shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copy-rightable work created by Contractor under this PO.

(c) Notwithstanding any other provision of this PO, to the extent the U.S. Government has rights in Lockheed Martin's data or has received the right under its prime contracts with Lockheed Martin to authorize such use by Contractor, Contractor may reproduce Supplies ordered, use Lockheed Martin's tooling, or use Lockheed Martin's data, designs, drawings and other information in the manufacture of clauses for direct sale to the U.S. Government; provided, however, that Contractor shall: (1) give Lockheed Martin prior written notice of each such proposed use, (2) make no use which adversely affects Contractor's performance of work under this PO, (3) prominently identify, to the extent possible, each clause as being manufactured by Contractor for direct sale to the U.S. Government, and (4) indemnify and save Lockheed Martin harmless from any and all expense, loss, cost, damage or liability which may arise out of Contractor's use of such data, designs, drawings and other information and clauses.

44 - NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Contractor shall provide immediate notice to Lockheed Martin in the event of being suspended, debarred or declared ineligible by any Government agency, or upon receipt of a notice of proposed suspension or debarment from any Government agency, during the performance of this PO.

45 - GIFTS, GRATUITIES, AND KICKBACKS

(a) Buyer may, by written notice to Seller, terminate this PO for default if Buyer has reasonable cause to believe that gratuities or kickbacks were offered or given by Seller, or any agent or representative of Seller, to any officer, employee or representative of Buyer with a view toward securing this PO or securing favorable treatment with respect to awarding, amending or the making of any determinations with respect to the performance of this PO.

(b) Buyer complies with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, ("the Act") and related laws and regulations. By acceptance of this PO Seller agrees:

(1) to comply with the Act;

(2) to report possible violations of the Act to and cooperate with Buyer and/or the Government in connection with the investigation of any actual or alleged violation of the Act;

(3) to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of the Act including, but not limited to, any amount that Buyer is directed by the Contracting Officer to withhold from Seller; and

(4) that Buyer may terminate this PO for default in the event of Seller's violation of the Act in connection with this PO.

(c) 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.

46 – RESPONSIBILITY FOR

47-TAXES

Unless otherwise agreed in writing between the parties, Contractor shall pay such taxes and other impositions levied under applicable law, the amount of which is included in the PO price.

48 – CERTIFICATIONS AND REPRESENTATIONS

A. Compliance with Laws

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

B. Self Certification

1.This clause contains certifications and representations that are material representations of fact upon which LOCKHEED MARTIN will rely in making awards to CONTRACTOR. By submitting its written offer, or providing oral offers/quotations at the request of LOCKHEED MARTIN, or accepting any Contract, CONTRACTOR 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 LOCKHEED MARTIN. CONTRACTOR shall immediately notify LOCKHEED MARTIN of any change of status with regard to these certifications and representations.

(2)The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were

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

- (1) 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.
- (2) CONTRACTOR 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) CONTRACTOR 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.

(2) 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.

(b) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.

(1) CONTRACTOR certifies that, to the best of its knowledge and belief,

section 6607 of PPA; or

- 52.203-7 **Anti-kickback Procedures** - If PO(s) exceeds \$100,000. Delete paragraph (c)(1). In paragraph (c)(2), sentence two, insert "Lockheed Martin and to" after the sixth word "to." In paragraph (c)(3), insert "Lockheed Martin and" after the sixth word "with." Add the following to the end of paragraph (c)(4): "In addition to any other remedies which the Lockheed Martin has at law, in equity, or under this PO, Lockheed Martin shall have the right to withhold from Contractor the amount, if any, that the Contracting Officer directs Lockheed Martin to withhold from Contractor." (July 1995)
- 52.203-12 **Limitation on Payments to Influence Certain Federal Transactions** - If PO(s) exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: "Contractor shall file with Lockheed Martin a disclosure form..." and "such person" means Contractor. (Jan 1990)
- 52.204-4 **Printing/Copying Double Sided on Recycled Paper.** (Jun 1996)
- 52.211-15 **Defense Priority and Allocation Requirements.**(Sep 1990)
- 52.215-2 **Audit & Records - Negotiation.** (Aug 1996)
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data** (OCT 1995) - In paragraph (a)(2), "subcontractor" means Contractor or Contractor's subcontractors, and "Contractor" means Lockheed Martin. If Lockheed Martin is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Contractor's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data,

252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty - If PO(s) exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.(Nov 1995)
252.215-7000	Pricing Adjustments. (Dec 1991)
252.219-7003	Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) - If PO(s) contains the clause at FAR 52.219-8. (Apr 1996)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials - If PO(s) 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 Lockheed Martin. (Apr 1993)
252.225-7001	Buy American Act and Balance of Payments Program. (Jan 1996)
252.225-7002	Qualifying Country Sources as Subcontractors. (Dec 1991)
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies - If PO(s) is for supplies.(Dec 1991)
252.225-7010	Duty-Free Entry - Additional Provisions - If PO(s) is for supplies.(Dec 1991)
252.225-7012	Preference for Certain Domestic Commodities. (Nov 1995)
252.227-7013	Rights in Technical Data – Noncommercial Items. (Nov 1995)
252.227-7024	Notice and Approval of Restricted Designs (Apr 1984)
252.227-7037	Validation of Restrictive Marking on Technical Data (Nov 1995)
252.231-7000	Supplemental Cost Principles. (Dec 1991)
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud - To the extent that payments to Lockheed Martin are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce payments to Seller.(Aug 1992)
252.247-7023	Transportation of Supplies by Sea - If PO(s) exceeds \$50,000 unless specified as \$100,000 elsewhere herein. "Contracting Officer" means Lockheed Martin. In paragraph (d), delete the phrase, "within 30 days...Washington, D.C. 20590," and replace with the phrase "furnish with each invoice submitted for payment." (Nov 1995)
252.249-7001	Notification of Substantial Impact on Employment - If PO(s) is for \$500,000 or more. "Contracting Officer" means Lockheed Martin.(Dec 1991)

50 - CERTIFICATION OF REQUESTS FOR ADJUSTMENT OR RELIEF EXCEEDING \$100,000

(a) If Lockheed Martin submits to the Government any contract claim, request for equitable adjustment to contract terms, request for relief under Public Law 85-804 or other similar request exceeding \$100,000, and such claim or request includes or is based upon, in whole or in part, a claim or request exceeding \$100,000 made by Contractor to Lockheed Martin, Contractor shall, at the request of Lockheed Martin, submit the following certificate given by a senior company official in charge at the plant or location of Contractor involved:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which Contractor believes that Lockheed Martin/the Government is liable.

(Official's Name)

(Title)

(b) The certification in paragraph (a) requires full disclosure of all relevant facts, including cost and pricing data.

(c) The certification requirement in paragraph (a) does not apply to:

(1) requests for routine contract payments; for example, those for payment for accepted Supplies, routine vouchers under cost-reimbursement type contracts, and progress payment invoices, and

(2) final adjustments under incentive provisions of contracts.

(d) If this is a claim for equitable adjustment under a substantially completed contract or a completed contract, the certification will be expanded to include the following:

This claim includes only costs for performing the alleged change, and does not include any costs which have already been reimbursed or which have been separately claimed. All indirect costs claimed are properly allocable to the alleged change in accordance with applicable acquisition regulations. I am aware that submission of a false claim can result in the assessment of significant penalties and fines, and that no proof of specific intent to defraud is required in either a civil or criminal prosecution for the submission of a false claim.

51 - RELEASE OF INFORMATION

(a) Contractor shall not, without the prior written consent of Lockheed Martin, disclose any information of any nature whatsoever relative to this PO except as may be required to ensure performance or is required by law.

