

**PURCHASE ORDER TERMS AND CONDITIONS FOR ARCHITECT-ENGINEER
SERVICES APPENDIX "B"**

1. ACCEPTANCE

The acceptance of this Purchase Order, by acknowledgment or performance of services, shall constitute acceptance of the conditions set forth below and on the face of this Purchase Order. No purported acceptance of this Purchase Order on terms and conditions which modify, supersede, or otherwise alter the terms and conditions hereof shall be binding upon Buyer.

2. DELIVERY

Delivery must be in strict compliance with the schedule contained in the Statement of Work, attached hereto and incorporated herein by this reference.

3. INSPECTION OF SERVICES

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in the performance of services.
- (b) The Seller shall provide and maintain an inspection system acceptable to the Buyer covering the services under this Purchase Order. Complete records of all inspection work performed by the Seller shall be maintained and made available to the Buyer during Purchase Order performance and for as long afterwards as the Purchase Order requires.
- (c) The Buyer has the right to inspect and test all services called for by the Purchase Order, to the extent practicable at all times and places during the term of the Purchase Order. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services do not conform with Purchase Order requirements, the Buyer may require the Seller to perform the services again in conformity with Purchase Order requirements at no increase in Purchase Order price. When the defects in services cannot be corrected by re-performance, the Buyer may (1) require the Seller to take necessary action to ensure that future performance conforms to Purchase Order requirements and (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- (e) If the Seller fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Purchase Order requirements, the Buyer may (1) by contract or otherwise, perform the

services and charge to the Seller any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate the Purchase Order for default.

4. PRICES

Unless otherwise specified, prices shall include all federal, state and local taxes. Seller warrants that prices charged for the services are not higher than those charged to any other customer, including the Government, for services of like grade and quality in similar or lesser quantities.

5. PAYMENT

- (a) The Seller shall submit monthly estimates of the amount and value of the work accomplished and services performed and ensure that such work and services meet the standards of quality established under or required by this Purchase Order. The estimates and two (2) copies of an invoice shall be prepared by the Seller, accompanied by any required supporting data, and submitted to the Buyer for review.
- (b) Upon approval of the estimate by the Buyer, payment upon receipt of a properly executed invoice shall be made to the Seller, as soon as practicable, of 90 percent of the approved amount, less all previous payments. Whenever the Buyer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Buyer, the Buyer may release the excess amount to the Seller.
- (c) Upon satisfactory completion by the Seller and acceptance by the Buyer of the work done by the Seller under the "Statement of Architect-Engineer Services", the Seller will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and Buyer's final acceptance of the work, the Seller shall be paid any unpaid balance of money due under this Purchase Order.
- (d) Before final payment under this Purchase Order or before settlement upon termination of the Purchase Order, the Seller shall execute and deliver to the Buyer a release of all claims against the Buyer arising under or by virtue of this Purchase Order, other than any claim that is specifically excepted by the Seller from the operation of the release in an amount stated in the release.

6. WARRANTY OF SERVICES

- (a) Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services and any supplies that may be used or delivered in connection with the services performed under this Purchase Order will be free from defects in workmanship and conform to the requirements of this Purchase Order. The Buyer shall give written notice of any such defect or nonconformance to the Seller within twelve (12) months of the performance of the services. Such notice shall state either (i) that the Seller shall correct or re-perform any defective or non-conforming services, or (ii) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform, it shall be at no cost to the Buyer. Any services corrected or re-performed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by Purchase Order or otherwise, correct or replace with similar services and charge to the Seller the cost occasioned to the Buyer thereby, or obtain an equitable adjustment in the Purchase Order price.
- (b) 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 non-compliance, 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.

- (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.

7. COMPLIANCE WITH LAWS AND REGULATIONS

Seller shall comply with applicable statutes, rules, regulations and orders of the United States, and of any State or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation.

8. CHANGES

The Buyer may at any time, by written order and without notice to the sureties, if any, make changes within the general scope of this Purchase Order in the services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the Purchase Order price, the delivery schedule, or both, and shall modify the Purchase Order. The Seller must assert its right to an adjustment under this clause within 20 days from the date of receipt of the written order. Any claim not so made by Seller shall be deemed to have been waived, however, if the Buyer decides in its sole discretion that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the Purchase Order. If the Seller's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed. No services for which an additional cost or fee will be charged by the Seller shall be furnished without the prior written authorization of the Buyer.

9. SUSPENSION OF WORK

- (a) The Buyer may order the Seller, in writing, to suspend, delay, or interrupt all or any part of the work of this Purchase Order for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- (b) If the performance of all or any part of the work is, suspended, delayed, or interrupted for an unreasonable period of time, (1) by an act of the Buyer in the administration of this Purchase Order, or (2) by the Buyer's failure to act

within the time specified in this Purchase Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Purchase Order (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Purchase Order shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the 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 the Seller shall have notified the 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.

10. TERMINATION

- (a) The Buyer may terminate this Purchase Order in whole or, from time to time, in part, for the Buyer's convenience or because of the failure of the Seller to fulfill the Purchase Order obligations. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Seller shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Purchase Order, whether completed or in process.
- (b) If the termination is for the convenience of the Buyer, the Buyer shall make an equitable adjustment in the Purchase Order price but shall allow no anticipated profit on unperformed services.
- (c) If the termination is for failure of the Seller to fulfill the Purchase Order obligations, the Buyer may complete the work by Purchase Order or otherwise and the Seller shall be liable for any additional cost incurred by the Buyer.
- (d) If after termination for failure to fill Purchase Order obligations, it is determined that the Seller had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.

- (e) The rights and remedies of the Buyer provided in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

11. RIGHTS AND RESERVATIONS

All data and software, including without limitation, drawings, specifications and documentation, and all material, including without limitation, tools, dies, patterns, samples, devices and improvements, and all other information prepared, created or developed in connection with this Purchase Order or furnished to Seller by Buyer, or paid for in whole or in part by Buyer (hereinafter referred to as "Property") are and shall be owned solely by Buyer or the Government. Seller shall not use or disclose to others all or any part of such Property without specific prior written permission of Buyer. Seller shall disclose to Buyer and hereby transfers, assigns and sets over to Buyer the entirety of any and all patents, copyrights, mask works and/or trade secrets in such Property, which may be possessed or become possessed by Seller as author and/or otherwise. Prior to any printing required under the terms of this Purchase Order, Seller shall request in writing from Buyer the legends and notices, if any, to be affixed on such Property at the time of printing.

Any data, software, material and/or information developed by Seller solely at its expense, and/or solely at the expense of any of its subcontractors other than Buyer, and delivered and/or required to be delivered hereunder (hereinafter referred to as "Other Data"), shall be furnished without restriction as to Buyer's right to use and/or disclose such Other Data, and free of all legends and notices unless such Other Data is specifically identified in a Proprietary Data Agreement incorporated into this Purchase Order.

12. PATENTS, COPYRIGHTS, MASK WORKS, AND TRADE SECRETS

Seller agrees to defend, indemnify and hold harmless Buyer, its customers and agents against any liability, including without limitation, costs, expenses and attorney's fees, for or by reason of any actual or alleged infringement of any patent, copyright, mask works and/or trade secret arising out of the manufacture, use, sale, delivery or disposal of goods or services furnished under this Purchase Order.

13. WORK ON BUYER'S PREMISES

In the event that Seller, Seller's employees or agents enter Buyer's premises for any reason in connection with this Purchase Order, Seller and such other parties shall observe all military security regulations including the Buyer's "Contractors Safety Handbook (FZM 7206)". The Seller shall defend, indemnify and hold Buyer harmless from all claims, actions, demands, loss and causes of action

arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. The Seller shall maintain an accurate record of, and shall report to the Buyer in the manner and on the forms prescribed by the Buyer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, material, supplies and equipment incident to work performed under this Purchase Order. The Buyer will notify the Seller of any noncompliance with the foregoing provisions and the required corrective action. After receipt of such notice, Seller shall immediately take corrective action. If the Seller fails or refuses to comply promptly, the Buyer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for an extension of time or for excess costs or damages by the Seller.

14. INSURANCE

Seller, and any subcontractor used by Seller in connection with this Purchase Order, shall carry Workmen's Compensation and Employees' Liability Insurance to cover Seller's and subcontractors' legal liability for accidents to their employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors for accidents arising out of the operations of Seller or such subcontractors which result in bodily injury, including death, of any person or person(s), or any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's or subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days prior written notice of cancellation of the coverage.

15. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign this Purchase Order or any portion hereof, nor shall Seller subcontract for completed or substantially completed services purchased hereunder, without prior written consent of Buyer.

16. NOTICES

All notices required or permitted hereunder shall be in writing, delivered personally or sent by United States certified or registered mail addressed to Seller or Buyer, as applicable, to the addresses on this Purchase Order, with postage thereon fully prepaid. The notice shall be effective at the time of mailing.

17. WAIVER

Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default thereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO. All rights and obligations hereunder shall survive final performance of this PO.

18. DISPUTES

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case maybe, may have at law, or in equity, or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, 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. APPLICABLE LAW

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

20. RELEASE OF INFORMATION

The Seller agrees not to divulge or release any information developed or obtained in connection with the performance of this contract concerning the details of performance of this contract or any possible construction based on the results thereof (including but not limited to plans, specifications, location, time or estimated cost of construction), except to authorized representatives of Buyer or upon the prior written approval of Buyer.

21. ADVERTISING

Seller shall not, without first obtaining the written consent of the Buyer, advertise or publish the fact that the Seller has furnished or contracted to furnish to the Buyer the articles of work herein mentioned.

22. SEVERABILITY OF PROVISIONS

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition; and, shall be

unenforceable in that jurisdiction without invalidating the remaining provisions hereof, or affecting the validity or enforceability of such provisions in any other jurisdiction.

23. SUPERSEDING STATEMENT

This PO contains the entire agreement between Buyer and Seller and is not subject to variation, irrespective of the wording of Seller's acceptance. This PO supersedes any and all prior agreements of the Buyer and Seller, whether oral or written, concerning the subject matter hereof.

24. 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 Buyer's authorized representative shall have issued a written order directing a change hereto.

25. PROJECT MANAGEMENT

- (a) The Seller shall appoint a Project Manager to serve as the single point of contact for all work under this Purchase Order.
- (b) The Buyer shall appoint a project engineer and all contacts with the Buyer pertaining to the technical development of the design shall be coordinated with the Buyer's Project Engineer.
- (c) The Seller shall prepare written records of all meetings, discussions, site investigations and directions related to the design. These records shall be titled "Confirmation Notice", be numbered consecutively, and be complete in identifying participating personnel, subjects discussed, conclusions and decisions. The Confirmation Notices shall be forwarded to the Buyer's Project Engineer within two working days following the transaction.
- (d) A "Pre-Design Conference" will be scheduled at the discretion of Buyer's Project Engineer. The Seller shall be represented at this meeting by the principal engineers who will actively participate in the development of design work.
- (e) The design shall be accomplished by, or reviewed and approved by, architects or engineers registered in the State of Texas to practice in the professional field involved. The Seller or his authorized representative shall sign the original tracings of all drawings and the first page of all specifications, estimates, or similar documents under the Seller's printed name and over the affixed replica of his professional seal or his registration certificate number.

- (f) All design work shall conform to accepted standards of the architectural and engineering professions. Notwithstanding any review, acceptance or approval by the Buyer, the Seller shall be responsible for the professional and technical quality of all designs, drawings, specifications and other material produced under this contract; for the professional quality and adequacy of the service and material furnished; and for compliance with design criteria specified by the Buyer for use under this Purchase Order.

26. BASIS OF DESIGN

- (a) The Seller shall conform to all current rules and regulations of local, state, and national regulatory agencies having jurisdiction, and shall conform to all current standards and specifications pertinent to the design task involving the architectural, structural, mechanical and electrical disciplines and associated crafts.
- (b) The Seller shall reasonably attempt to limit the scope of the design to an extent that will keep the cost of construction within the programmed amount, including an allowance for unanticipated construction costs if provided by the Buyer.
- (c) The design shall, to the maximum extent possible, exclude restrictive features which require furnishing products of a particular manufacturer. The materials and services shall be described in a manner that will encourage maximum competition. When an item or material cannot be described because of its technical construction or composition, or because it is a proprietary item, the name of one (and several if available) suitable commercial products shall be included as part of the required description, followed by the words "or equal". If it is determined that only one brand of an item will meet the requirement, the Seller shall so state and give full justification for that determination.
- (d) The Seller shall verify all measurements furnished by the Buyer and shall take all field measurements as required for the project.

27. TECHNICAL REVIEW

- (a) Buyer's Project Engineer will coordinate periodic reviews by the Buyer at the Seller's office, to the extent Buyer considers necessary. The Seller will be notified as far in advance as possible of these visits and reviews.
- (b) The Seller shall request that a conference be held to resolve the problem if, during the design period, Seller discovers that the Statement of Work cannot be followed, discrepancies exist in the data received, the cost estimate will be in excess of the programmed amount, or an alternate proposal should be considered.

28. GOVERNMENT CONTRACTS

If this Purchase Order is issued under a United States Government prime contract or subcontract then, notwithstanding any other provisions hereof, the following terms and conditions apply and shall control over any conflicting terms and conditions set forth elsewhere in this Purchase Order.

- (a) **Amendments Required by Prime:** Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of this PO's "Changes" clause.
- (b) **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.
- (c) **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 Act") as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by Buyer in connection with Seller's violation of the Act.
 - (2) Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled "Price or Fee Adjustment for Illegal or Improper Activity," to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as implemented in the FAR. In the event the Government terminates for

default any of Buyer's prime contracts under which this PO is issued, as a result of Seller violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.

- (3) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this PO.
- (d) 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.
- (e) Delete Article 12. Patents Copyrights, Mask Works and Trade Secrets of page 5 in its entirety and substitute the following in lieu thereof:
 - (i) Patents, Copyrights , Mask Works, and Trade Secrets Seller agrees to defend, indemnify and hold harmless Buyer, its customers and agents, against any liability, including without limitation, costs, expenses and attorney's fees, for or by reason of any actual or alleged infringement of any patent, copyright, mask work or trade secret arising out of the manufacture, use, sale, delivery or disposal of goods furnished under this P.O., and not attributable to Seller's compliance with Buyer's detail design and stated requirement for specific structure. Buyer shall notify Seller as soon as practicable of any claim of infringement resulting therefrom received by Buyer. In the event of any such claim against Buyer, Seller shall furnish to Buyer, when so notified by Buyer, all evidence and information in the possession of Seller pertaining to such claim. Seller shall report to Buyer promptly and in reasonable written detail each notice or claim of patent, copyright, mask work or trade secret infringement relating to the performance of this P.O. of which Seller has knowledge. The indemnity and hold harmless provisions of this clause shall not be applicable to actual or alleged patent infringements if this P.O. is issued under a Government prime contract which contains FAR Clause 52.227-1, "Authorization and Consent", with its Alternate 1. Where payment is made for or results in experimental, developmental, or research work performed under this P.O., then unless this P.O. is issued under a Government prime contract, Seller shall disclose and does hereby assign to Buyer all inventions resulting therefrom and shall assist Buyer, to the extent reasonably requested, in securing and defending patent protection thereon, and does grant Buyer the right to use for any purpose all data specified to be delivered hereunder.

(ii) Patents and Data:

The clauses related to Patents and Data in the FAR and DFARS which are incorporated in the prime contract(s) under which this P.O. is issued, are hereby incorporated herein by reference. Seller is cognizant of such provisions and agrees to comply with such provisions as "Contractor". Notwithstanding the foregoing, if this P.O. is not for experimental, developmental, or research work, the "Patent Rights-Retention By Contractor " clauses do not apply to Seller. Unless otherwise specified in this P.O., all technical data and/or computer software and computer software documentation which are required to be furnished by Seller under this P.O. shall be furnished with "Unlimited Rights".

(f) The following FAR Clauses are added:

- 52.242-14 Suspension of Work - "Contracting Officer" and "Government" mean Buyer, and "Contractor" means Seller.
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-41 "Service Contract Act of 1965, As Amended" - Seller agrees to indemnify Buyer against and loss, cost, damage or liability by reason of Seller's violation of this clause.
- 52.232-17 Interest - "Contractor" means Seller, and "Government" means Buyer.
- 52.236-23 Responsibility of the Architect-Engineer Contractor - Government means Government and Buyer.
- 52.236-24 Work Oversight in Architect-Engineer Contracts - "Contractor" means Seller, and "Contracting Officer" means Buyer.
- 52.236-25 Requirements for Registration of Designers
- 52.237-1 Site Visit
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation - "Contractor" means Seller, and "Government" and "Contracting Officer" mean Buyer except in first sentence "Government installation" means Government installation or Buyer property.
- 52.249-7 Termination (Fixed-Price Architect- Engineer) - "Contracting Officer" and "Government" means Buyer, and "Contractor" means Seller.

(g) The clauses in Attachment 1 are incorporated into this purchase order if the architect-engineer services are purchased pursuant to F33657-97-L-2018.

The clauses in Attachment 2 are incorporated into this purchase order if the architect-engineer services are purchased pursuant to F33657-87-E-2183.

ATTACHMENT 1 TO APPENDIX B

THE FOLLOWING CLAUSES ARE FOR USE IN PURCHASE ORDERS FOR ARCHITECT-ENGINEER SERVICES UNDER F33657-97-L-2018

Compliance with Regulations: 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). “Government and Contracting Officer” mean Buyer. Buyer and Seller agree that they intend for the clauses 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 contracts.

FAR II

TITLE

Part A

The clauses listed in this FAR II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

52.203-6

Restrictions on Subcontractor Sales to the Government
- If this PO exceeds \$100,000.

52.203-7

Anti-kickback Procedures - 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 - 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 this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: “Seller shall file with Buyer a disclosure form...”, and “such person” means Seller.

52.204-4 52.215-2 52.215-22	<p>Printing/Copying Double Sided on Recycled Paper.</p> <p>Audit and Records - Negotiation.</p> <p>Price Reduction for Defective Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-10, Price Reduction for Defective Cost or Pricing Data (OCT 1997)) - In paragraph (a)(2), "subcontractor" means Seller or Seller's subcontractors, and "Contractor" means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-23 (or 52.215-11, as applicable); or 2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data, 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 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, is a commercial item; or, on any other basis set forth in FAR 15.804-1 (or FAR 15.403-1, as applicable) 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, (or 52.215-11, as applicable), then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action.</p>
52.215-23	<p>Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-11, Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)).</p>
52.215-24	<p>Subcontractor Cost or Pricing Data (OCT 1995) (or, if included in Buyer's prime contract, 52.215-12, Subcontractor Cost or Pricing Data (OCT 1997)).</p>
52.215-25	<p>Subcontractor Cost or Pricing Data - Modifications (OCT 1995) (or, if included in Buyer's prime contract, 52.215-13, Subcontractor Cost or Pricing Data - Modifications (OCT 1997)).</p>

52.215-27	Termination of Defined Benefit Pension Plans - If this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to FAR part 31. "Government" means Government and Buyer.
52.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) - 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 - If this PO meets the applicability requirements of FAR 15.804-8(g).
52.222-20	Walsh Healy Public Contracts Act - If this PO exceeds \$10,000.
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era - If this PO is for \$10,000 or more.
52.223-1	Clean Air and Water Certification - 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.
52.223-14	Toxic Chemical Release Reporting – If the PO exceeds \$100,000 including the value of all options (without its paragraph (e)).
52.237-8	Restriction on Severance Payments to Foreign Nationals.
52.244-4	Subcontractors and Outside Associates and Consultants.
52.248-2	Value Engineering Architect and Engineering - "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 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.

FAR II

TITLE

Part B

Unless otherwise specifically set forth, the clauses listed in this FAR II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

52.203-6	Restriction on Subcontractor Sales to the Government with its Alternate 1 - Applicable if this PO exceeds \$100,000 dollars and is for commercial items.
52.204-2	Security Requirements with its Alternate II - If access to classified material is required.
52.211-15	Defense Priority and Allocation Requirements.
52.215-42	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
52.222-1	Notice to the Government of Labor Disputes - "Contracting Officer" means Buyer.
52.222-26	Equal Opportunity.
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans - If this PO exceeds \$10,000.
52.222-36	Affirmative Action for Handicapped Workers - If this PO exceeds \$2,500.
52.225-11	Restrictions on Certain Foreign Purchases.
52.243-1	Changes - Fixed Price and its Alternate III - "Contracting Officer" and "Government" mean Buyer.
52.244-6	Subcontracts for Commercial Items and Commercial Components.
52.246-4	Inspections of Services - Fixed Price. "Government" means Government and/or Buyer. "Contractor" means Seller.

DFARS II

TITLE

Part A

The clauses listed in this DFARS II, Part A, are not applicable to the portion, if any, of this PO which is for a commercial item(s) as described in DFARS 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

252.203-7001	Special Prohibition on Employment - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. "Contracting Officer" means Buyer.
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein, except if for commercial or commercial-type products.
252.225-7012	Preference for Certain Domestic Commodities.

252.227-7013	Rights in Technical Data and Computer Software - 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.
252.227-7037	Validation of Restrictive Marking on Technical Data.
252.247-7023	Notification of Transportation of Supplies by Sea.

DFARS II

TITLE

Part B

Unless otherwise specifically set forth, the clauses listed in this DFARS II, Part B, are applicable to both (i) commercial items, if any, meeting the definition thereof in DFARS 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

252.204-7000	Disclosure of Information - In paragraph (b) "45 days" is changed to "60 days," and "Contracting Officer" means Buyer.
252.215-7000	Pricing Adjustments.
252.223-7001	Hazardous Warning Labels.
252.223-7005	Hazardous Waste Liability - "Contracting Officer" means Buyer. "Government" means Government and Buyer.
252.223-7006	Prohibition of Storage and Disposal of Toxic and Hazardous Materials, with the Alternate I - 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.
252.225-7002	Qualifying Country Sources as Subcontractors.
252.225-7009	Duty-Free Entry - Qualifying Country End Products and Supplies - If this PO is for supplies.
252.225-7010	Duty-Free Entry - Additional Provisions - If this PO is for supplies.
252.231-7000	Supplemental Cost Principles.
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce payments to Seller.
252.243-7001	Pricing of Contract Modifications.
252.246-7001	Warranty of Data, with Alternate II - "Contracting "Officer" and "Government" mean Buyer.

252.247-7023 **Transportation of Supplies by Sea** - If this PO exceeds \$50,000 unless specified as \$100,000 elsewhere herein. "Contracting Officer" means Buyer. 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."

252.249-7001 **Notification of Substantial Impact on Employment** - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.

AFFAR

TITLE

5352.223-9000 **Elimination of Use of Class I Ozone Depleting Substances (ODS).** - Unless a specific waiver has been approved by the Air Force, procurements: 1) may not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and 2) may not include any specification, standard, drawing or other document that established a requirement that can only be met by use of a Class I ODS.

ATTACHMENT 2 TO APPENDIX B

THE FOLLOWING CLAUSES ARE FOR USE IN PURCHASE ORDERS FOR ARCHITECT-ENGINEER SERVICES UNDER F33657-87-E-2183

Compliance with Regulations: 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). “Government and Contracting Officer” mean Buyer. Buyer and Seller agree that they intend for the clauses 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 contracts.

<u>FAR I</u>	<u>TITLE</u>
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1985).
52.203-7	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.”
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990) - If this PO exceeds \$100,000. Change the beginning of paragraphs c(1) and c(2) to read: “Seller shall file with Buyer a disclosure form...”, and “such person” means Seller.
52.204-2	Security Requirements with its Alternate II - If access to classified material is required.
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 1995).
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984) - “Contracting Officer” means Buyer.
52.211-5	New Material (MAY 1995) - “Contracting Officer” and “Government” means Buyer in the last two sentences.
52.212-8	Defense Priority and Allocation Requirements (SEP 1990).

- 52.215-1 **Examination of Records by Comptroller General (FEB 1993)** - If this PO exceeds \$10,000.
- 52.215-2 **Audit and Records - Negotiation (FEB 1993) Alternate II, APR 1984.**
- 52.215-22 **Price Reduction for Defective Cost or Pricing Data (JAN 1991)** - In paragraph (a)(2), "subcontractor" means Seller or Seller's subcontractors, and "Contractor" means Buyer. If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-23; or 2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data, 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 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).**
- 52.215-27 **Termination of Defined Benefit Pension Plans (SEP 1989)** - If this PO requires certified cost or pricing data and any preaward or postaward cost determinations will be subject to FAR part 31. "Government" means Government and Buyer.

- 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.
- 52.219-8 **Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)** - If this PO offers further subcontracting opportunities, or exceeds \$500,000.
- 52.219-9 **Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995)** - If this PO contains the clause at FAR 52.219-8. "Contracting Officer" means Buyer in the first sentence of paragraph (c).
- 52.219-13 **Utilization of Women-Owned Small Businesses (AUG 1986)** - If this PO exceeds \$2,500, except subcontracts to be performed entirely outside the U.S. and its territories and possessions, and subcontracts for personal services.
- 52.220-3 **Utilization of Labor Surplus Area Concerns (APR 1984)** - If this PO exceeds \$2,500, except subcontracts with foreign contractors that are to be performed entirely outside the U.S. and its territories and possessions, subcontracts for personal services, and subcontracts with the petroleum and petroleum products industry.
- 52.220-4 **Labor Surplus Area Subcontracting Program (APR 1984)** - If this PO exceeds \$500,000. "Contracting Officer" means Buyer.
- 52.222-1 **Notice to the Government of Labor Disputes (APR 1984)** - "Contracting Officer" means Buyer.
- 52.222-20 **Walsh Healy Public Contracts Act (APR 1984)** - If this PO exceeds \$10,000.
- 52.222-26 **Equal Opportunity (APR 1984).**
- 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.

52.225-11	Restrictions on Certain Foreign Purchases (MAY 1992).
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.
52.228-5	Insurance - Work on a Government Installation (SEP 1989) - If work is to be performed on a Government installation.
52.233-3	Protest After Award (AUG 1989) - Add "Prime" before "Protest." "Contracting Officer" and "Government" mean Buyer.
52.243-1	Changes - Fixed Price and its Alternate III - "Contracting Officer" and "Government" mean Buyer.
52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989) - "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 (h) is changed to read: "Neither the Government nor the Buyer shall be liable..."
52.246-25	Limitation of Liability - Services (APR 1984) - 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.

DFARS I

TITLE

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.
252.215-7000	Pricing Adjustments (DEC 1991).
252.219-7003	Small Business and Small Disadvantaged Business. Subcontracting Plan (DoD Contracts) (MAY 1994) - If this PO contains the clause at Far 52.219-8.
252.223-7001	Hazard Warning Labels (DEC 1991).
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).**

252.225-7008 **Supplies to be Accorded Duty - Free Entry** - (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.

252.225-7012 **Preference for Certain Domestic Commodities (MAY 1994).**

252.225-7016 **Restriction on Acquisition of Antifriction Bearings (APR 1993).**

252.225-7017 **Preference for United States and Canadian Valves and Machine Tools (APR 1992).**

252.225-7023 **Restriction on Acquisition of Carbonyl Iron Powders (APR 1992).**

252.225-7026 **Reporting of Contract Performance Outside the United States (APR 1993).**

252.225-7030 **Restriction of 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.

252.227-7018 **Restrictive Marking on Technical Data** - (Applicable if Technical is required to be delivered).

252.227-7022 **Government Rights (Unlimited) (MAR 1979)** - "Contractor" means Seller, "Government" or "Contractor Officer" means Buyer.

252.227-7036 **Certification of Technical Data Conformity.**

252.227-7037 **Validation of Restrictive Markings on Technical Data.**

252.231-7000 **Supplemental Cost Principles (DEC 1991).**

252.232-7006 **Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)** - To the extent that payments to Buyer are suspended or reduced under this clause due to Seller fraud, Buyer shall suspend or reduce further payments to Seller.

252.243-7001	Pricing of Contract Modifications (DEC 1991).
252.246-7001	Warranty of Data, with Alternate II (DEC 1991) - "Contracting Officer" and "Government" mean Buyer.
252.247-7023	Transportation of Supplies by Sea (DEC 1991) - If this PO exceeds \$25,000. "Contracting Officer" means Buyer. 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."
252.249-7001	Notification of Substantial Impact on Employment (DEC 1991) - If this PO is for \$500,000 or more. "Contracting Officer" means Buyer.

AFFAR

TITLE

5352.210-9000 **Elimination of Class I Ozone Depleting Substances in Air Force Procurements (MAY 1993).**

a. AIR FORCE PROCUREMENTS:

- 1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, generation, or maintenance of any system, subsystem, item, component or process;
- 2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and
- 3) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

b. For the purposes of the Air Force policy, the following are Class I ODS:

- 1) Halons: 1011, 1202, 1211, 1301 and 2402
- 2) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217.
- 3) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.