Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

# Full Text Clauses

**SECTION D - PACKAGING AND MARKING**

**D.2 MARKING**

The Contractor must mark each package, report, or other deliverable with the following:

Name and address of the Contractor FAA Contract number under which the item is being delivered Deliverable item number or “Report Requirement” which requires the delivered item(s) Notice of partial or final delivery Name and routing symbol of person to whom deliverable is being sent

Each package, report, or other deliverable must be accompanied by a transmittal letter, with a copy to the CO and COR excluding enclosures.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.2 INSPECTION AND ACCEPTANCE**

The CO, or his/her duly authorized representative(s), is authorized to perform inspections on behalf of the Government for the purpose of acceptance of all materials, data or services to be provided under the Contract. For the purpose of this section, the COR of this Contract or a designee(s) is an authorized representative of the CO. Specific COR duties and limitations are outlined in Section G of the Contract.

The COR, CO or designated FAA representative must make the inspection and final acceptance of all deliverables under this Contract. Final acceptance must be made in writing by the CO or designated representative.

Inspection or review of a deliverable item in the course of its preparation should not be construed as acceptance of the finished product.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.3 RELEASE OF INFORMATION**

Work performed under this Contract may involve access to information, including specification, cost estimates and other sensitive data. Consequently, the Contractor and subcontractor(s) (including individual employees thereof) must not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this Contract, whether orally or in writing, to any person except:

 a. FAA personnel with a "need to know" who have signed a non-disclosure form; or

 b. Employees of the Contractor with a “need to know” who have signed a non-disclosure form; or

 c. Such other person as may be designated in writing by the CO and who have signed a Non-disclosure form.

**H.7 ACCESS TO GOVERNMENT FACILITIES**

a. The Contractor must submit an access request to the relevant COR and be granted, by appropriate authority, ingress and egress to any Government site where access is required to perform the SOW requirements issued under this Contract. Prior to commencing work at such Government sites, the Contractor must familiarize its employees with the rules and regulations relevant to those sites. The Contractor must give particular emphasis to the areas of health, safety and security. All Contractor personnel must comply with the rules and regulations applicable to the Government sites at which they are working.

b. All Contractor personnel who perform work on DOT facilities, which includes all FAA facilities, must wear, at all times while present on those facilities, DOT identification badges, issued in accordance with DOT procedures.

c. Any Contractor or subcontractor employee providing support under this Contract, who is discharged because of failure to meet the minimal work requirements defined in this Contract, will be denied access to DOT facilities.

d. The Contractor will comply with FAA Order 1600.1E (Personnel Security Program) dated July 25, 2005 and any amendment thereto.

**H.8 SECURITY REQUIREMENTS**

The Contractor must possess the capability to store and safeguard from unauthorized disclosure information of national security concern pursuant to Executive Order 12356, National Security Information and unclassified information determined to be sensitive security information pursuant to Title 14, Code of Federal Regulations, Part 191, withholding Security Information from Disclosure under the Air Transportation Security Act of 1974. Contractor personnel will be granted access to the specific FAA sites, where other support contractor work is to be performed. This access will be coordinated through the COR and FAA appropriate representative. Contractor personnel, in obtaining access to some airport areas, may be required and must be prepared to submit to background security checks. While at an FAA facility, Contractor personnel must comply with all rules and regulations of the site, and must wear identification badges which clearly identify them as contractor employees. Any escort, codes, keys, or any other items of security will be arranged by FAA. When attending meetings, Contractor personnel must clearly identify themselves as FAA support contractors.

**H.12 FEDERAL HOLIDAYS OBSERVED**

The Contractor must observe the following Federal Holidays:

 New Year’s Day Labor Day

 Martin Luther King’s Day Columbus Day

 Washington’s Birthday Veterans Day

 Memorial Day Thanksgiving Day

 Independence Day (July 4th) Christmas Day

**FAA Acquisition Management System (AMS) Clauses**

**3.1.7-2, Organizational Conflicts of Interest (Jul 2018)** (Applicable for all purchase orders/subcontracts. "Contracting Officer" means "Lockheed Martin.")

**3.1.7-6, Disclosure of Certain Employee Relationships (Jan 2019)** (Applicable for all purchase orders/ subcontracts or consultant agreements. "Contracting Officer" means "Lockheed Martin.")

**3.2.2.7-6, Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Apr 2011)** (Applicable if this purchase order/subcontract exceeds $30,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

**3.2.2.7-8, Disclosure of Team Arrangements (Apr 2008)** (Applicable for all purchase orders/subcontracts.)

**3.2.5-5, Anti-Kickback Procedures (Oct 2010)** (Applicable for all purchase orders/subcontracts, including for purchase orders/subcontracts for commercial items, that exceed $150,000. Paragraph (c)(1) does not apply.)

**3.2.5-7, Disclosure Regarding Payments to Influence Certain Federal Transactions (Oct 2017)** (Applicable for all purchase orders/subcontracts, including for purchase orders/subcontracts for commercial items, that exceed $150,000.)

**3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts (Jul 2018)** (Applicable if this is a labor hour or time-and-material purchase order/subcontract. "Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(3) is deleted. In paragraph (e) "one year" is changed to "six months," and in paragraph (f) "six years" is changed to "five years.")

**3.3.1-20, Providing Accelerated Payment to Small Business Subcontractors (Oct 2012)** (Applicable is Seller is a small business.)

**3.3.1-39, Funding--Time-and-Materials and Labor-Hour Contracts (Jul 2018)** (Applicable if this is an incrementally funded labor hour or time-and-material purchase order/subcontract.)

**3.3.2-1, FAA Cost Principles (Jan 2016)**

**3.5-13, Rights in Data-General (Oct 2014)**

**3.6.1-3, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (Mar 2009)** (Applicable for all purchase orders/subcontracts, including for purchase orders/subcontracts for commercial items.)

**3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (Apr 2018)** (Applicable if this purchase order/subcontract exceeds $700,000. Does not apply if is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

**3.6.2-5, Certification of No Segregated Facilities (Mar 2009)** (Applicable if this purchase order/subcontract exceeds $10,000.)

**3.6.2-9, Equal Opportunity (Oct 2018)** (Applicable for all purchase orders/subcontracts, including for purchase orders/subcontracts for commercial items. Only subparagraphs (b)(1) through (11) apply.)

**3.6.2-12, Equal Opportunity for Veterans (Oct 2018)** (Applicable if this purchase order/subcontract exceeds $100,000.)

**3.6.2-13, Affirmative Action for Handicapped Workers (Oct 2018)** (Applicable if this purchase order/ subcontract exceeds $15,000.)

**3.6.2-14, Employment Reports on Veterans (Oct 2018)** (Applicable if this purchase order/subcontract exceeds $100,000.)

**3.6.2-16, Notice to the Government of Labor Disputes (Oct 2018)** (Applicable for all purchase orders/ subcontracts to which a labor dispute may delay the timely performance of this purchase order/subcontract.)

**3.6.2-39, Trafficking in Persons (Jul 2018)** (Applicable for all purchase orders/subcontracts. "Contracting Officer" means "Lockheed Martin." In paragraph (e), "FAA" means "Lockheed Martin and the FAA.")

**3.6.4-10, Restrictions on Certain Foreign Purchases (Jan 2010)** (Applicable for all purchase orders/ subcontracts. Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.)

**3.9.1-2, Protest After Award (Aug 1997)** (Applicable if this is a fixed price purchase order/subcontract. "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days.")

**3.10.1-7, Bankruptcy (Apr 1996)** ("Contracting Officer" and "Government" mean "Lockheed Martin.")

**3.10.1-12, Changes--Fixed-Price (Apr 1996)** (Applicable if this is a fixed price purchase order/subcontract. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

**3.10.1-13, Changes--Cost-Reimbursement (Apr 1996)** (Applicable if this is a cost reimbursement price purchase order/subcontract. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**3.10.1-14, Changes--Time and Materials or Labor Hours (Apr 1996)** (Applicable if this is a labor hour or time-and-material purchase order/subcontract. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (5) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

**3.10.3-2 Government Property--Basic Clause (Oct 2018) and Alternate I (Oct 2018)** (Applicable for all fixed price purchase orders/subcontracts where Government property may be acquired, furnished or fabricated to ensure the purchase order/subcontract contains adequate contractual coverage for liability, use and maintenance of the property. If the Contracting Officer has given prior written consent to relieve the subcontractor or liability, "Government" means "Lockheed Martin" except in the phrases "Government property," "Government-furnished property," and in references to title to property. "Contracting Officer" means "Lockheed Martin." The following is added as paragraph (m) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system.")

**3.10.6-1, Termination for Convenience at the FAA (Fixed Price) (Oct 1996)** (Applicable for all fixed price purchase orders/subcontracts. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

**3.10.6-3, Termination (Cost-Reimbursement) (Oct 2014)** (Applicable for all cost reimbursement purchase orders/subcontracts. "Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is change to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract’s Contracting Officer.)

**3.10.6-3, Termination (Cost-Reimbursement) (Oct 2014) and Alternate IV (Jan 2015)** (Alternate IV will also apply to time and material or labor hour purchase orders/subcontracts.)

**3.10.6-4, Default (Fixed-Price Supply and Service) (Oct 1996)** (Applicable for all fixed price purchase orders/subcontracts. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. Timely performance is a material element of this purchase order/subcontract.)

**3.10.6-7, Excusable Delays (Oct 1996)** (Applicable for all cost reimbursement purchase orders/subcontracts.)

**3.13-5, Seat Belt Use by Contractor Employees (Jan 1999)** (Applicable for all purchase orders/subcontracts.)

**3.14-3, Foreign Nationals as Contractor Employees (Jan 2019)** (Applicable for all purchase orders/ subcontracts.)