

Appendix 1B

**TERMS AND CONDITIONS
FOR
FACILITIES WORK IN MARIETTA, GEORGIA
UNDER
LEASE F33657-97-L-2019
REV. 1 NOV. 7, 2016
ORIGINAL MAY 31, 2004**

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.

(d) The term "Work" means the supplies, clauses and services to be furnished hereunder and includes without limitation raw materials, components, intermediate assemblies, sub-assemblies, services, data, end products, and all work alter, modify or change the provision otherwise provided, Lockheed Martin's Authorized Procurement Representatives designated by name in this PO.

(g) The term "contract price" means the price for the work and this PO.

(h) The term "Contractor Environment, Safety & Health Handbook" means the rules and regulations applicable to Contractors which perform work in America.

(k) The term "Contracting Officer" means the Administrative Contracting Officer (ACO) who has cognizance over Lockheed Martin's prime contract and includes certain authorized representatives of the Contracting Officer acting within the limits of their authority

as delegated by the Contracting Officer.

(l) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the Agency or Secretary.

(m) The term "FAR" means the Federal Acquisition Regulation as in effect on the date of this PO

marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. Contractor shall be responsible for executing the work to the lines and grades 0.833 0s2()]TJ 1-

(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

Environmental, Safety and Health (ESH) Requirements for Contractors, Vendors and Suppliers prior to Contractor's starting work on property owned by or under the control of Lockheed Martin. Contractor agrees to comply with all provisions set forth therein.

18 - NOTIFICATION OF CHANGES

(a) As specified in the clause of this PO entitled Direction and Redirection of Effort, only Lockheed Martin's Authorized Procurement Representative may direct or redirect Contractor's effort hereunder. In the event, however, Contractor considers any conduct including any action, inaction, written or oral communication by Lockheed Martin or Lockheed Martin's customer to constitute a change to this PO, other than a written change order issued by Lockheed Martin's Authorized Procurement Representative, Contractor shall notify Lockheed Martin in writing as soon as possible but in no event later than fifteen (15) days from the date Contractor identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Contractor, the notice shall state:

- (1) The date, nature and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Lockheed Martin employee, customer employee and Contractor employee involved in or known to be involved in the conduct.

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 an appropriate adjustment in contract price. Contractor

Contractor for itself, its successors and assigns, does hereby warranty to Lockheed Martin that all materials

(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 is deleted.

(b) Prior to acceptance of the work hereunder, Contractor agrees to

(1) Extra Hazardous Work

(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 noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the Public or Lockheed Martin and Government personnel, Lockheed Martin shall notify Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to Contractor or Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, Contractor shall immediately take corrective action. If Contractor fails or refuses to take corrective action promptly, Lockheed Martin may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this Clause.

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

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36– INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless Lockheed Martin, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability by reason of property damage or personal injury (including death) to any person, including Contractor's employees, of whatsoever nature or kind arising out of, as a result of, or in

(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 to Contractor's and Lockheed Martin's personnel, equipment, or product, as determined by the location of the job site.

(i) PROTECTION OF OTHER WORK PARTS, ETC. It is the prime responsibility of

141414151 780 Contractor not to damage any parts, materials, or equipment of Lockheed Martin or its subcontractors.

execute contractual obligations hereunder, Lockheed Martin may temporarily cease to invite Contractor to bid on additional work until Contractor has satisfactorily resolved deficiencies regarding contractual obligations. Failure to properly execute contractual obligations includes, but is not limited to, unsatisfactory progress as related to the construction schedule, and delays resulting from Contractor operations
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(3) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(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>
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None		
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(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

performance of this PO.

45 - GIFTS, GRATUITIES, AND KICKBACKS

(a) Buyer may, by written notice to

(c) Lockheed Martin does not guarantee the accuracy of any furnished property or the quality or suitability of any material supplied to Contractor. All such property furnished by Lockheed Martin or the Government shall be used solely in the performance of this PO or other POs with Lockheed Martin or the Government where the Government has received such rights from Lockheed Martin. Such property shall be subject at all times to disposition as Lockheed Martin may direct and shall not be commingled with property belonging to Contractor or others. Contractor agrees to maintain inventory Control of all such property and to furnish inventories thereof when so required by Lockheed Martin. Contractor shall insert the substance of this clause in all lower tier subcontracts for procurement of supplies for use in the performance of this PO.

47-TAXES

Unless otherwise specified in the contract, the Contractor shall be responsible for all taxes, including but not limited to, Federal, State, and local taxes, and shall be responsible for the payment of all such taxes. The Contractor shall be responsible for the payment of all such taxes, including but not limited to, Federal, State, and local taxes, and shall be responsible for the payment of all such taxes. The Contractor shall be responsible for the payment of all such taxes, including but not limited to, Federal, State, and local taxes, and shall be responsible for the payment of all such taxes.

Contractor shall give Lockheed Martin immediate written notice of any action or suit filed and prompt notice of any claim made against Contractor by any lower tier subcontractor that, in the opinion of Contractor, may result in litigation related in any way to this PO, with respect to which Contractor may be entitled to reimbursement from Lockheed Martin.

50 AMENDMENTS