**3233 (5/26/21) 6531136578 N00019-21-C-0020 YEAR 3 - EOTS/DAS WP PBL**

The following additional clauses apply to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by such Prime Contract shall apply instead. If any of the clauses are expressly made inapplicable by a threshold amount or other limitation, they shall be self-deleting.

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| DFARS | 252.204-7008  | Oct-16 | Compliance with Safeguarding Covered Defense Information Controls. |
| DFARS | 252.209-7010  | Aug-11 | Critical Safety Items. |
| DFARS | 252.211-7005  | Nov-05 | Substitutions for Military or Federal Specifications and Standards. |
| DFARS | 252.211-7006  | Mar-18 | Passive Radio Frequency Identification. (applicable if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause) |
| DFARS | 252.211-7007  | Aug-12 | Reporting of Government-Furnished Property. (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.211-7008  | Sep-10 | Use of Government-Assigned Serial Numbers (applicable if Seller will be in possession of Government property for the performance of the subcontract) |
| DFARS | 252.219-7004  | Apr-18 | Small Business Subcontracting Plan (Test Program). (applicable if Seller participates in the test program described in DFARS 219.702) |
| DFARS | 252.225-7027  | Apr-03 | Restriction on Contingent Fees for Foreign Military Sales. (the reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted) |
| DFARS | 252.225-7028  | Apr-03 | Exclusionary Policies and Practices of Foreign Governments. |
| DFARS | 252.225-7040  | Oct-15 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (applicable to subcontracts that require Seller personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or exercises designated by the Combatant Commander. Communications with the Contracting Officer shall be made through Lockheed Martin) |
| DFARS | 252.225-7976  | Aug-18 | (DEVIATION 2018-O0019) Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019) (applicable if Seller will perform work in Japan) |
| DFARS | 252.225-7979  | Dec-17 | ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2018-O0008) (DEC 2017) (applicable to subcontracts over $50,000 that will be performed, in whole or in part, in the United States Central Command Theater of Operation) |
| DFARS | 252.225-7980 | Jun-16 | CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0006) (JUN 2016) (applicable if Seller will perform work in the USAFRICOM area of responsibility) |
| DFARS | 252.225-7987  | Oct-14 | DFARS 252.225-7987 REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (CLASS DEVIATION 2014-O0016) (OCT 2014) (applicable to subcontracts when Seller personnel are performing in the USSOUTHCOM area of responsibility) |
| DFARS | 252.225-7993 | Nov-19 | PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0001) (NOV 2019) (applicable to subcontracts in excess of $50,000. The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--") |
| DFARS | 252.225-7995  | Sep-17 | (DEVIATION 2015-O0009) Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2017-O0004) (applicable to subcontracts when Seller personnel are performing in the USCENTCOM AOR) |
| DFARS | 252.228-7001  | Jun-10 | Ground and Flight Risk. (in paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss) |
| DFARS | 252.229-7006  | Dec-11 | Value Added Tax Exclusion (United Kingdom) (applicable if Seller is a United Kingdom firm. "This contract" means "the prime contract") |
| DFARS | 252.234-7004  | Nov-14 | Cost and Software Data Reporting System. (applicable to subcontracts that exceed $50,000,000. In paragraph (b), "Government" means "Lockheed Martin") |
| DFARS | 252.237-7010  | Jun-13 | Prohibition on Interrogation of Detainees by Contractor Personnel. (applicable if Seller personnel may interact with detainees in the course of their duties) |
| DFARS | 252.237-7023  | Oct-10 | Continuation of Essential Contractor Services. (applicable to subcontracts for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.) |
| DFARS | 252.239-7001  | Jan-08 | Information Assurance Contractor Training and Certification. (applicable if Seller personnel will access DoD information systems under the subcontract) |
| DFARS | 252.239-7016  | Dec-91 | Telecommunications Security Equipment, Devices, Techniques, and Services. (applicable to subcontracts that require securing telecommunications) |
| DFARS | 252.243-7002  | Dec-12 | Requests for Equitable Adjustment. (applicable to subcontracts that exceed $150,000. "Government" means "Lockheed Martin") |
| DFARS | 252.245-7001  | Apr-12 | Tagging, Labeling, and Marking of Government-Furnished Property. (applicable to subcontracts where the items furnished by Seller will be subject to serialized tracking) |
| DFARS | 252.245-7004  | Dec-17 | Reporting, Reutilization, and Disposal. (applicable to subcontracts that involve government property located at Seller’s facilities. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.203-15  | Jun-10 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (applicable to subcontracts funded in whole or in part with Recovery Act funds) |
| FAR | 52.203-16  | Dec-11 | Preventing Personal Conflicts of Interest. (applicable to subcontracts that exceed $150,000; and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual)) |
| FAR | 52.208-9  | May-14 | Contractor Use of Mandatory Sources of Supply or Services. (applicable if Seller will furnish items subject to this clause. "Contracting Officer" means "Lockheed Martin") |
| FAR | 52.215-12 | May-18 | (DEVIATION 2018-O0015) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA |
| FAR | 52.216-16  | Oct-97 | Incentive Price Revision Firm Target. (applicable to incentive type subcontracts, "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract) |
| FAR | 52.222-17  | May-14 | Nondisplacement of Qualified Workers (applicable to subcontracts for services that exceed $150,000) |
| FAR | 52.228-3  | Jul-14 | Workers' Compensation Insurance (Defense Base Act). (applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.228-4  | Apr-84 | Workers' Compensation and War-Hazard Insurance Overseas. (applicable to subcontracts that would be subject to the Defense Base Act but for a waiver) |
| FAR | 52.229-8  | Mar-90 | Taxes Foreign Cost-Reimbursement Contracts. (in paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin", the blanks are completed with “Participants to the Joint Strike Fighter Production, Sustainment, and Follow-On Development Memorandum of Understanding (MOU) or Foreign Military Sales (FMS) customer of the F-35 Lightning II program”) |
| FAR | 52.232-16 | Mar-20 | Progress Payments. (DEVIATION 2020-O0010) (with Alt II) (applicable to subcontracts that include progress payments. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government") |
| FAR | 52.232-17  | May-14 | Interest. ("Government" means "Lockheed Martin") |
| FAR | 52.232-39  | Jun-13 | Unenforceability of Unauthorized Obligations. (applicable to subcontracts where software or services will be retransferred to the Government) |
| FAR | 52.245-9  | Apr-12 | Use and Charges. (applicable to subcontracts where Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin) |
| FAR | 52.249-4  | Apr-84 | Termination for Convenience of the Government (Services) (Short Form). ("Contracting Officer" and "Government" means "Lockheed Martin.") |
| NAVAIR | 5252.204-9504  | Jan-07 | DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007) "(communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days) (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer." |
| NAVAIR | 5252.211-9510 | May-11 | CONTRACTOR EMPLOYEES "(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:(1) Not by word or deed give the impression or appearance of being a Government employee;(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees." |
| NAVAIR | 5252.227-9511 | Feb-09 | DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION "(""prime contractor"" means ""Seller"") (a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer." |
| NAVAIR | 5252.228-9501 | Mar-99 | LIABILITY INSURANCE (NAVAIR 5252.228-9501) (MAR 1999) The following types of insurance are required in accordance with the clause entitled, FAR 52.228-7, Insurance--Liability to Third Persons and shall be maintained in the minimum amounts shown:(a) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury.(b) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $500,000 per accident for property damage.(c) Standard Workmans Compensation and Employers Liability Insurance (or, where maritime employment is involved, Longshoremens and Harbor Workers Compensation Insurance) in the minimum amount of $100,000.(d) Aircraft public and passenger liability: $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability; $200,000 per occurrence for property damage. Passenger bodily injury liability limits of $200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater. |
| NAVAIR | 5252.232-9509 | Oct-13 | TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013) - ALT I (OCT 2013) "5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (NAVAIR)(OCT 2013) - ALT I (OCT 2013) (applicable to subcontracts that provide for reimbursement of travel and other costs covered by this clause) (a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. (b) Travel Approval Process. No prior approval is required for travel under this contract. (c) Travel Policy. (1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR). (2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2. (3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.) (4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR. (5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required. (6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR." |
| NAVAIR | 5252.247-9508 | Jun-98 | PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) "(applicable if Seller will make shipments under this Contract directly to the Government)The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use." |
| NAVAIR | 5252.247-9510 | Oct-05 | PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) "(applicable if Seller will make shipments under this Contract directly to the Government)(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 . Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:(1) FMS Case Number.(2) Part Number (with CAGE Code).(3) For - the organization/address the material is shipped to.(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)(5) Project Code number.(6) Project Directive Line Item (PDLI) Number.(7) Requisition Serial Number (RSN).(8) Quantity.(9) From - the contractor's address shipped from.(10) Ship to - the shipping address provided in the contract.(11) Transportation Priority(12) Required Delivery Date(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered." |