

**The following US Government FARs and DFARs are applicable  
to all purchase orders referencing**

**Prime Contract N00030-19-C-0025 DATE 7/1/2025.**

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**Flow Downs: Prime Contract # N00030-19-C-0025 dtd 07/01/2025**

Standard Clauses:

<b>CLAUSE_DATABASE_NAME</b>	<b>CLAUSE_NUMBER</b>	<b>CLAUSE_TITLE</b>	<b>EFFECTIVE_DATE</b>
DFAR	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)	9/30/2013
DFAR	252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol. (JAN 2009)	1/1/2009
DFAR	252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program. (MAY 2019)	5/31/2019
DFAR	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)	8/29/2012
DFAR	252.223-7001	Hazard Warning Labels. (DEC 1991)	12/1/1991
DFAR	252.225-7012	Preference for certain domestic commodities. (DEC 2017)	12/28/2017
DFAR	252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program. (DEC 2017) - Alternate I (DEC 2017)	12/28/2017
DFAR	252.227-7013	Rights in Technical Data-- Noncommercial Items. (MAR 2011) -- Alternate II (MAR 2011)	3/1/2011
DFAR	252.227-7015	Technical data-Commercial items. (FEB 2014)	2/28/2014
DFAR	252.227-7026	Deferred Delivery of Technical Data or Computer Software. (APR 1988)	4/1/1988
DFAR	252.227-7027	Deferred Ordering of Technical Data or Computer Software. (APR 1988)	4/1/1988

DFAR	252.227-7037	Validation of restrictive markings on technical data. (SEP 2016)	9/23/2016
DFAR	252.235-7011	Final scientific or technical report. (DEC 2019)	12/31/2019
DFAR	252.237-7010	Prohibition on interrogation of detainees by contractor personnel. (JUN 2013)	6/25/2013
DFAR	252.239-7010	Cloud computing services. (OCT 2016)	10/21/2016
DFAR	252.244-7000	Subcontracts for Commercial Items. (JAN 2021)	1/15/2021
DFAR	252.244-7000	Subcontracts for Commercial Items. (JUN 2013)	6/25/2013
DFAR	252.246-7000	Material Inspection and Receiving Report. (MAR 2008)	3/1/2008
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)	10/1/2010
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)	4/29/2014
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)	9/1/2006
FAR	52.203-7	Anti-Kickback Procedures. (JUN 2020)	6/5/2020
FAR	52.204-18	Commercial and Government Entity Code Maintenance. (AUG 2020)	8/3/2020
FAR	52.204-2	Security Requirements. (AUG 1996)	8/1/1996
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)	6/15/2016
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2018)	10/26/2018
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)	3/2/2015

FAR	52.222-62	Paid Sick Leave Under Executive Order 13706. (JAN 2017)	1/1/2017
FAR	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons. (JUN 2016)	6/15/2016
FAR	52.223-13	Acquisition of EPEAT(R)-Registered Imaging Equipment. (JUN 2014)	6/24/2014
FAR	52.223-14	Acquisition of EPEAT(R)-Registered Televisions. (JUN 2014)	6/24/2014
FAR	52.223-15	Energy Efficiency in Energy-Consuming Products. (MAY 2020)	5/6/2020
FAR	52.223-16	Acquisition of EPEAT(R)-Registered Personal Computer Products. (OCT 2015)	10/5/2015
FAR	52.223-3	Hazardous Material Identification and Material Safety Data. (JAN 1997)	1/1/1997
FAR	52.223-7	Notice of Radioactive Materials. (JAN 1997)	1/1/1997
FAR	52.224-1	Privacy Act Notification. (APR 1984)	4/1/1984
FAR	52.224-2	Privacy Act. (APR 1984)	4/1/1984
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)	6/1/2008
FAR	52.225-5	Trade Agreements. (AUG 2018)	8/22/2018
FAR	52.225-8	Duty-Free Entry. (OCT 2010)	10/1/2010
FAR	52.232-25	Prompt Payment. (JAN 2017)	1/13/2017
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)	6/21/2013
FAR	52.244-6	Subcontracts for Commercial Items. (OCT 2018)	10/26/2018
FAR	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. (FEB 2006)	2/1/2006
FAR	52.247-68	Report of Shipment (REPSHIP). (FEB 2006)	2/1/2006

Non-Standard Clauses:

CLAUSE_NUMBER	CLAUSE_TITLE	CLAUSE_TEXT
SSP G-1	Payment Instructions (Mar 2018)	<p>1. Payments of Fixed Fee. The following applies for each cost-plus-fixed-fee contract line item number (CLIN) (if any), subject to the Fixed Fee clause, FAR 52.216-8: The Government shall pay the fixed fee in installments. The Government shall pay an installment at the time of a payment to reimburse allowable costs. An installment shall equal the amount that bears the same proportion to the fixed fee of the CLIN as such payment to reimburse allowable costs bears to the estimated cost of the CLIN.</p> <p>2. Payments of Incentive Fee. The following applies for each cost-plus-incentive-fee CLIN (if any), subject to the adjustment provisions and other provisions of the Incentive Fee clause, FAR 52.216-10:</p> <p>(a) The Government shall pay the incentive fee described in paragraph (e) of the Incentive Fee clause in installments. The Government shall pay an installment at the time of a payment to reimburse allowable costs. Except as indicated in paragraph (b) below, an installment shall equal the amount that bears the same proportion to the target fee of the CLIN as such payment to reimburse allowable costs bears to the target cost of the CLIN.</p> <p>(b) If the contract establishes a maximum billable fee for the CLIN, delete "target fee" in paragraph (a)</p>

		<p>above and insert "maximum billable fee". If the contract establishes an estimated cost for the CLIN, delete "target cost" in paragraph (a) above and insert "estimated cost".</p>
<p>SSP H-2</p>	<p>Employment of Government Personnel or Former Government Personnel (Feb 2015)</p>	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>1. For purposes of this clause:</p> <p>(a) "employment" includes full-time or part-time work, work as a consultant or advisor, and work as a subcontractor;</p> <p>(b) "government personnel" includes any present military member or civilian employee of the federal government; and</p> <p>(c) "former government personnel" includes any former military officer or civilian employee of the federal government who has been separated from the government for less than three years.</p> <p>2. In its proposal in response to this solicitation and during the pre-award and performance periods of the resulting contract, the offeror or contractor shall notify the contracting officer of the employment or prospective employment of any government personnel or former government personnel in connection with this procurement and shall identify such personnel.</p> <p>3. The contractor confirms that any government personnel or former government personnel assigned to this contract are in compliance with 18 U.S.C. §§ 203, 205, 207, and 208 and</p>

		<p>41 U.S.C. §§ 2101-2107. The contractor confirms that any government personnel or former government personnel assigned to this contract who separated from the Strategic Systems Programs (SSP) in the last three years have obtained a post-government-employment opinion letter signed by an SSP Ethics Counselor concerning employment on this procurement.</p> <p>4. The purpose of this clause is to alert the government to situations involving government personnel or former government personnel or activities that may be a conflict of interest, an appearance of a conflict of interest, or a violation of law (including, but not limited to, 18 U.S.C. §§ 203, 205, 207, and 208 and 41 U.S.C. §§ 2101-2107), regulation, or government policy, and to confirm that no such conflict of interest or violation exists. If a question arises as to the existence of such a conflict, appearance of a conflict, or violation, the offeror or contractor has the burden of establishing that no such conflict, appearance of a conflict, or violation exists.</p>
SSP H-4	Expediting Contract Closeout (Jan 2006)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>The Government and the Contractor each waives entitlement to any residual dollar amount of \$1,000 or less at the time of final contract closeout. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual</p>

		dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.
SSP H-6	Organizational Conflicts of Interest (Feb 2015)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>1. For purposes of this contract, "organizational conflict of interest" means the definition of that term in FAR Part 2.</p> <p>2. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest. If the Contractor discovers an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.</p> <p>3. The Contractor shall ensure that the requirements of this clause are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.</p>
SSP H-7	Contractor Personnel (Sep 2010)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>The following is hereby inserted in the statement of work of this contract:</p> <p>Contractor personnel shall (a) identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel</p>

		<p>and displaying distinguishing badges or other visible identification for meetings with Government personnel, and (b) identify themselves as contractor personnel in telephone conversations and in formal and informal written correspondence with Government personnel.</p>
SSP H-8	Competitive-Procurement Requirements (Aug 2000)	<p>The following applies if this contract resulted from a solicitation that requested competitive offers:</p> <p>(a) The Contractor shall perform the contract in accordance with the proposal, as amended, which the Contractor submitted in response to the solicitation. Such proposal is hereby incorporated by reference in this contract. In resolving any inconsistency, such proposal shall be given precedence after "the specifications" in the order of precedence described in the "Order of Precedence -- Uniform Contract Format" clause.</p> <p>(b) The award of this contract is based on the Contractor's proposal. If the Contractor's proposal included resumes of persons whom the Contractor proposed to assign to this contract, the Contractor shall assign such persons to the contract and shall not substitute others for such persons except as provided in this clause.</p> <p>(c) The Contractor shall not make a substitution for any of such persons unless (1) the substitute has qualifications equal to or higher than the qualifications of the replaced person, and (2) the Contractor notifies the Contracting Officer of any proposed substitution at least 30</p>

		<p>calendar days in advance of the substitution. Such notification shall include: (i) an explanation of the need for the substitution, (ii) a complete resume of the proposed substitute, and (iii) any other information requested by the Contracting Officer for use in determining the substitute's qualifications.</p> <p>(d) This contract shall not be subcontracted or performed by anyone other than the Contractor or its employees without the prior written consent of the Contracting Officer.</p>
SSP H-10	Subcontracting Plan (May 2000)	<p>If the Contractor has submitted a subcontracting plan in connection with this procurement, the agreed upon subcontracting plan is hereby incorporated by reference in this contract. If a subcontracting plan is required for this contract, and the Contractor has an approved comprehensive subcontracting plan, the approved comprehensive subcontracting plan is hereby incorporated by reference in this contract. If this contract is a letter contract containing the "Small Business Subcontracting Plan" clause, the Contractor shall submit a subcontracting plan pursuant to such clause as soon as practicable after execution of the contract. The plan shall be submitted early enough to permit negotiation of the final plan within ninety days after execution of this letter contract or before definitization, whichever is earlier.</p>
SSP H-11	Wood Packaging Material (Oct 2013)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>1. Except as indicated in paragraph 2 below, the Contractor shall ensure</p>

		<p>that all wood packaging material (WPM) that is used under or in connection with this contract and any subcontract shall (a) be heat-treated and certified by an agency accredited by the American Lumber Standards Committee (ALSC) in accordance with the WPM requirements; and (b) otherwise comply with the WPM requirements. The Government has the right to reject and return at the Contractor's expense deliveries that do not meet WPM requirements.</p> <p>2. This clause does not apply to WPM to the extent it is exempt from provisions of the WPM requirements.</p> <p>3. The following definitions apply:</p> <p>(a) "wood packaging material" or "WPM" has the meaning used in the WPM requirements.</p> <p>(b) "WPM requirements" means the current versions of all of the following:</p> <p>(1) International Standards for Phytosanitary Measures (ISPM No. 15), Regulation of Wood Packaging Material in International Trade. Secretariat of the International Plant Protection Convention. Food and Agriculture Organization of the United Nations;</p> <p>(2) American Lumber Standard Committee (ALSC) Wood Packaging Material Policy;</p> <p>(3) ALSC Wood Packaging Material Enforcement Regulations:</p> <p>(4) DoD 4140.65-M, "Issue, Use, and</p>
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		<p>Disposal of Wood Packaging Material (WPM) "; and</p> <p>(5) 7 C.F.R. 319.40-1 through 319.40-11.</p>
SSP H-14	Non-Disclosure Agreements (Sep 1999)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>The Trade Secrets Act, 18 U.S.C. § 1905, prohibits Government employees from making unauthorized disclosures of a contractor's or subcontractor's proprietary information. Government employees shall not be required to sign a non-disclosure agreement or any other document, or to furnish personal or biographical information or documents, as a condition to gaining access to a contractor's or subcontractor's data or other information needed to perform their official duties. The Contractor shall include, and ensure inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at all tiers.</p>
SSP H-15	Insurance (Jul 2003)	<p>(Applicable if FAR 52.228-5 is applicable to this purchase order/subcontract.)</p> <p>For purposes of the "Insurance -- Work on a Government Installation" clause, FAR 52.228-5, the kinds and minimum amounts of insurance required under this contract are those specified in FAR 28.307-2.</p>
SSP H-16	Earned Value Management System Requirements (Jul 2020)	<p>(Applicable if DFARS clause 252.234-7002 is applicable to this purchase orders/subcontract.)</p> <p>1. This clause applies only to contract line items to which the Earned Value Management System clause, Defense</p>

		<p>Federal Acquisition Regulation Supplement (DFARS) 252.234-7002, applies. The contract line items to which this clause applies are referred to below as “the CLINs.”</p> <p>2. The following is hereby inserted into the statement of work of the CLINs:</p> <p>(a) Contractor Integrated Performance Management. The Contractor shall establish, maintain, and use in the performance of this contract an integrated performance management system. Central to this integrated system shall be an Earned Value Management System (EVMS) in accordance with DFARS 252.234-7001, DFARS 252.234-7002, DFARS 252.242-7005, and the EVMS guidelines contained in Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748-C). To establish the integrated performance management system, the EVMS shall be linked to and supported by the Contractor’s management processes and systems to include the Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Contract Work Breakdown Structure (CWBS), change management, material management, procurement, cost estimating, and accounting. The correlation and integration of these systems and processes shall provide for early indication of cost and schedule problems, and their relation to technical achievement. (IMPR CDRL DI-MGMT-81861A approved per Strategic Systems Programs Instruction (SSPINST) 7720.4)</p>
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		<p>(b) Integrated Baseline Review (IBR). The Contractor shall engage jointly with the Government's program manager in IBRs to evaluate the executability of the contract's planned performance measurement baseline. For any annual contract, the IBR shall be conducted no later than 90 days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. IBRs shall be conducted on subcontracts that meet or exceed the EVM application threshold by the prime contractor with active participation by the Government. (See DFARS 252.234-7002 and SSPINST 7720.4.)</p> <p>(c) Integrated Master Plan (IMP). The IMP is a mandatory event-based plan depicting the overall structure of the program and the key processes, activities, and milestones. It defines accomplishments and criteria for each event. The Contractor shall manage the execution of the program using the IMP and the associated IMS as day-today execution tools and to periodically assess progress in meeting program requirements. The Contractor shall maintain and update the IMP through a sound technical management approach to meet the requirements of the program's Systems Engineering Plan (SEP) to reflect progress, maturity, and changes in the ongoing program. The IMP can be created as a view within the IMS, or using a separate tool.</p> <p>(d) Integrated Master Schedule (IMS).</p> <p>(1) The Contractor shall develop and</p>
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		<p>maintain an IMS per the requirements of DI-MGMT-81861A. The IMS shall be directly traceable to the IMP. The schedule shall contain the planned events and milestones, accomplishments, completion criteria, activities, and interdependencies from contract award to the completion of the contract. The Contractor shall quantify risk, at a minimum, in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS risk activity and event. (IPMR CDRL DI-MGMT-81861A approved per SSPINST 7720.4).</p> <p>(2) No specific format or scheduling technique is prescribed. The IMS will have the following characteristics:</p> <p>(i) It shall be traceable to the IMP and the contract work breakdown structure.</p> <p>(ii) It shall be detailed sufficiently that critical and high risk efforts are identified and planned as realistically to assure executability. The IMS will be extended and expanded as the contract or agreement unfolds and additional insight is needed (for example, rolling wave detail planning or scope changes).</p> <p>(iii) It shall include the efforts of all activities, including Contractor or supplier and subcontractor.</p> <p>(iv) It shall present a current, integrated view of the contract or agreement that is consistent with resource plans, IMPRs, and other approved documentation.</p>
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		<p>(v) It shall reflect those risks identified and documented in the Contractor's risk management plan.</p> <p>(e) Use of IMP and IMS. The Government shall use the IMP and IMS to evaluate contract performance with respect to the credibility and realism of the Contractor's approach to executing the effort within cost and schedule constraints. The Contractor shall report on program progress in accordance with the IMP at each program management review, at selected technical reviews, and at other times at the Government's request.</p> <p>(f) Contract Work Breakdown Structure (CWBS). The Contractor shall maintain the CWBS and dictionary in accordance with DI-MGMT-81334D using MIL-STD-881D per the CDRL. The CWBS shall provide the basis for further extension by the Contractor to lower levels during the performance of the contract based on assessment of complexity and risk. The Contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule and technical performance status to the Government. The Contractor shall analyze the system requirements generated and translate them into a structure representing the products and services that comprise the entire work effort commensurate with the acquisition phase and contract requirements. The Contractor's team or organizational entity responsible for the systems engineering of the system</p>
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		<p>shall prepare the technical elements of the extended CWBS. The Contractor shall update the CWBS during the execution of the contract when appropriate (receipt of contract modification). Changes to the CWBS or associated definitions at any reporting level shall require approval by the Contracting Officer via the cognizant Technical Branch and the WBS Steering Group. Changes to the existing WBS structures shall not be requested without documented technical or programmatic rationale</p> <p>Applicable Documents Title and Tailored Application MIL-STD-881D Work Breakdown Structure for Defense Material Items</p> <p>DI-MGMT-81334D Contract Work Breakdown Structure</p> <p>(g) Performance Management System. The Contractor shall utilize its existing, internal performance management system to plan, schedule, budget, monitor, manage, and report cost, schedule, and technical status applicable to the contract. The Contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the Contractor's internal management requirements and the requirements of the Government for timely, reliable, and auditable performance information. The Contractor's system shall satisfy the Industry Standards delineated in the EIA-748, the EVM General Provisions of the contract and this Statement of Work (SOW). The Contractor shall not establish a</p>
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		<p>separate or unique internal performance management system for purposes of planning, scheduling, directing, statusing, recording, or reporting progress under this contract. The Contractor's system shall meet the guidelines and be maintained in accordance with the requirements of the EVMS Standard as described in this contract, under DFARS clause 252.234-7002, and the Contractor's own documented EVMS Description.</p> <p>(h) Application to Subcontractors. Per SSPINST 7720.4, the Contractor shall flow-down EVM requirements to subcontractors either meeting the applicable thresholds, performing critical tasks, or both. The performance information reported by the subcontractors shall be incorporated and integrated into the Contractor's management systems. The Contractor shall be responsible for reviewing and assuring the validity of all subcontractor reporting.</p> <p>Applicable Documents Title and Tailored Application DFARS 252.234-7002 Earned Value Management Systems -- All</p> <p>SSPINST 7720.4 Earned Value Management Systems and Schedule Requirements for Contracts</p> <p>(i) Electronic Transmission of Data. The Contractor shall format the deliverable data for electronic data interchange (EDI) as documented in the Integrated Program Management Reporting CDRL data item.</p> <p>(j) SSPINST 7720.4. Performance</p>
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		<p>under this contract shall be in accordance with the latest version of SSPINST 7720.4, which is hereby incorporated by reference in this SOW, to the extent consistent with law and regulation.</p>
<p>SSP H-19</p>	<p>Government-Furnished Property and Other Government-Furnished Support (Nov 2020)</p>	<p>1. As used in this clause, “other government-furnished support” means software, information, or services furnished by the Government to the Contractor for performance of this contract. The Government Property clause, FAR 52.245-1, and the Use and Charges clause, FAR 52.245-9, are deemed to apply to other government-furnished support to the same extent as they apply to government-furnished property.</p> <p>2. The government-furnished property and other government-furnished support available for use in accordance with the Government Property clause are the following: (a) the government-furnished property (if any) or other government-furnished support (if any) identified below or in the schedule, specifications, exhibits, and/or attachments, and/or (b) the property necessary for the performance of this contract that is accountable under the contract(s) listed below and is existing on the effective date of this contract, and whose use is authorized by, and in accordance with the conditions imposed by, the government activity that has cognizance over the property: [insert property here]</p> <p>3. If the Government limits or terminates the Contractor's authority to use the above property or support, the Contracting Officer shall, upon the</p>

		<p>Contractor’s timely written request, consider an equitable adjustment to the contract, unless such limitation or termination is because of the Contractor's fault or failure to perform an obligation under any contract, or because of the Contractor’s use of such property or support under another contract. The Contractor may use other government property or support not identified in paragraph 2 above under this contract only if the Administrative Contracting Officer gives written approval and either rent calculated in accordance with the Use and Charges clause is charged or the contract price or fee is reduced by an equivalent amount.</p>
<p>SSP H-20</p>	<p>Residual Material (Sep 2008)</p>	<p>1. This clause applies separately to each fixed-price-incentive contract line item. Such contract line item is referred to below as “the CLIN.”</p> <p>2. For purposes of this clause—</p> <p>(a) “costs” has the same meaning as “costs” in the Incentive Price Revision – Firm Target clause (“the IPR clause”);</p> <p>(b) “CLIN material” means material, other than Government-furnished material, that the Contractor must acquire to perform the CLIN (including, but not limited to, all units of any economic order quantity); and</p> <p>(c) “residual material” or “RM” means acquired CLIN material that is not incorporated into a deliverable, consumed, or expended in performance.</p> <p>3. The Contractor shall purchase all CLIN material.</p>

		<p>4. Costs of RM, which are included in the Contractor's statement of incurred costs submitted in accordance with the IPR clause, shall be considered a direct item of cost under the contract and included in the CLIN's total final negotiated cost in accordance with the IPR clause.</p> <p>5. Title to all RM, whose costs have been included in the CLIN's total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.</p> <p>6. With the approval of the Contracting Officer, such RM may be transferred to one or more other contracts ("the gaining contracts") in accordance with applicable regulations. As soon as practical, the Contractor and the Contracting Officer shall identify the type, quantity, and acquisition cost of transferred RM.</p> <p>7. If the parties of this contract are also the parties of a gaining contract--</p> <p>(a) the gaining contract shall be modified to identify the transferred RM;</p> <p>(b) the transfer of RM shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RM being furnished by the Government; and</p> <p>(c) the transfer of RM shall result in a downward equitable adjustment of one or more of the contract amounts of the gaining contract, if the parties</p>
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		<p>negotiated the gaining contract without contemplation of such RM being furnished by the Government.</p> <p>8. The Contractor shall maintain auditable records of inventories and transfers of RM. The Contractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.</p>
SSP H-21	Acquisition Requirements (March 2010)	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>1. If, at the time of contract award, the law, Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS requires the inclusion of a provision, a clause, or other language in this contract, but such provision, clause, or language has not been included, the government may unilaterally modify the contract at any time to include such provision, clause, or language, subject to the Changes Clause of this Subcontract.</p> <p>2. If, at the time of contract award, a provision, a clause, or other language in this contract is inconsistent with the law, FAR, DFARS, NMCARS, any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS, the government may unilaterally modify the contract at any time to exclude such provision, clause, or language.</p>
SSP H-21.2	Disclosure, Use, and Protection of Proprietary Information (Feb 2019)	<p>(Applicable for all purchase orders/subcontracts.)</p>

		<p>1. The Contractor acknowledges that 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, or other information submitted to the Government in the performance of this contract, which is proprietary to the Contractor.</p> <p>2. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Contractor or its subcontractors. The Contractor is required to provide full cooperation, working facilities and access to information or facilities to the ISC on a non-interference basis, for the purposes stated in paragraph 1 above. The ISC must provide the Contractor reasonable advanced notice where access to Contractor's facilities is requested</p> <p>3. To protect any such proprietary information from unauthorized disclosure or unauthorized use, and to establish the respective rights and duties of both the ISC and the Contractor, the Contractor agrees to enter into a direct agreement with any ISC as the Government requires, which must authorize the Government to independently provide proprietary information to the ISC as required for the performance of Government contracts. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.</p>
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		<p>4. The Contractor shall include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.</p>
<p>SSP H-22</p>	<p>Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information (Sep 2008)</p>	<p>(Applicable for all purchase orders/subcontracts.)</p> <p>1. For purposes of this contract, “Planning, Programming, Budgeting, and Execution information” or “PPBE information” means any information that sets forth defense strategy or proposed plans, programs, or budgets of the Department of Defense, its components, or other government agencies. PPBE information includes, but is not limited to:</p> <p>(a) Planning Documents and Data Sources</p> <p>(1) Defense Strategy</p> <p>(2) Strategic Planning Guidance</p> <p>(b) Programming Documents and Data Sources</p> <p>(1) Joint Programming Guidance</p> <p>(2) Fiscal Guidance (when separate from Strategic Planning or Joint Programming Guidance)</p> <p>(3) Program/Budget displays generated through the Program Data Requirements process</p> <p>(4) Program Objective Memorandum/Budget Estimate Submission Future Years Defense Plan (POM/BES FYDP) documents and associated Office of the Director,</p>

		<p>Program Analysis &amp; Evaluation (OD, PA&amp;E) data systems such as the Defense Programming Database Data Warehouse</p> <p>(5) Program Review Proposals and associated documents, including:</p> <ul style="list-style-type: none"><li>(i) Issue Outlines</li><li>(ii) Program Change Proposals</li><li>(iii) Issue Papers/Briefings</li><li>(iv) Issue Summaries</li></ul> <p>(6) Proposed Military Department Program Reductions (or Program Offsets)</p> <p>(7) Tentative Issue Decision Memoranda</p> <p>(8) Program Decision Memoranda</p> <p>(9) Cost Analysis Improvement Group Independent Cost Estimates</p> <p>(c) Budgeting Documents and Data Sources</p> <p>(1) Component budget submissions, including:</p> <ul style="list-style-type: none"><li>(i) Budget Change Proposals</li><li>(ii) Budget Estimate Submissions</li><li>(iii) Justification material in support of a component's submission</li></ul> <p>(2) PPBE decision documents, including:</p> <ul style="list-style-type: none"><li>(i) Program Budget Decisions</li><li>(ii) Management Initiative Decisions</li></ul> <p>(3) Reports or the results of queries from the Comptroller Information</p>
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		<p>System or the Procurement, RDT&amp;E and Construction Program systems</p> <p>(4) Classified P-1, R-1, Procurement Programs, and RDT&amp;E Programs documents</p> <p>(5) DD 1414, "Base for Reprogramming Action"</p> <p>(6) DD 1416, "Report of Programs"</p> <p>2. The Contractor shall not disclose PPBE information obtained in connection with this contract to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) without written authorization from the Contracting Officer.</p> <p>3. The Contractor shall promptly notify the Contracting Officer of (a) any unauthorized disclosure of PPBE, or (b) any attempt by any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) to gain unauthorized access to PPBE. Such notification shall identify each person or entity making or receiving the disclosure or each person or entity making the attempt.</p> <p>4. The Contractor shall ensure that if a Contractor employee and/or subcontractor employee, who is specifically identified by the Government and is to have access to PPBE information in connection with this contract, executes a nondisclosure certificate (NC) in the form described in paragraph 6 below. The Contractor shall provide the NC to</p>
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		<p>the Contracting Officer. No person shall have access to PPBE information unless his or her executed NC is provided to the Contracting Officer.</p> <p>5. The Contractor shall ensure that the provisions of this clause flow down to each subcontract under this contract.</p> <p>6. Nondisclosure Certificate: see the following page.</p> <p>Attn: PPBE Administrator</p> <p><b>PPBE INFORMATION ACCESS NONDISCLOSURE CERTIFICATE</b></p> <p>Print and read this document, fill it out completely, sign it, and return it to your designated PPBE Administrator. This certificate shall be completed for every contract renewal.</p> <p>I shall not disclose Planning, Programming, Budgeting, and Execution (PPBE) information (as defined in the below-referenced contract), which is obtained in connection with the below-referenced contract, to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor), without written authorization from the Contracting Officer.</p> <p>User Information:</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Corporation: _____</p>
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		<p>Email: _____</p> <p>Contract #: _____</p> <p>Contract Expiration Date (MM/DD/YYYY): _____</p> <p>DoD Sponsor Information: (The DoD Sponsor should be either the Contracting Officer’s Representative (COR) for the contract or a government manager with oversight of the contractor’s work that involves PPBE.)</p> <p>POC Name: _____ POC Code: _____</p> <p>POC Phone: _____ POC Email: _____</p> <p>Applicant’s Signature: _____ Date: _____</p>
SSP H-32	<p>Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (Feb 2019)</p>	<p>(Applicable if Seller requires access to third-party proprietary information in the performance of this purchase order/subcontract.)</p> <p>1. It is the Government’s intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the Contractor during contract performance. It is also the Government’s intent to protect the proprietary rights of third-party contractors whose data the</p>

		<p>Contractor may receive in the performance of the contract.</p> <p>2. Accordingly, the Contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer.</p> <p>3. The Contractor may be required to access information which is proprietary to the following third-party contractors in the performance of this contract:</p> <p>3rd Party (Non-Sub) Contractors AvMC BAE General Atomics Dynerics Southern Research Systems Planning &amp; Analysis (SPA) Science Applications International Corporation (SAIC) Progeny Peraton Hana EMCUBE Honeywell MITRE GDEB Tech pride</p> <p>Labs Applied Physics Lab - Johns Hopkins Lawrence Livermore National Lab Sandia National Lab</p> <p>4. The Contractor agrees to enter into</p>
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		<p>agreements with the third-party contractors identified above to: (a) protect such proprietary information from unauthorized use or disclosure for as long as the information remains proprietary; (b) refrain from using the information for any other purpose other than support the Government contract for which it was furnished, and (c) permit the Government to independently provide such proprietary information to the Contractor subject to the restrictions of this clause. After the full company names, contact information and purpose of the agreement has been identified, the Contractor shall provide a properly executed copy of such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4.</p> <p>5. The Contractor agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.</p> <p>6. The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in the performance of this contract by the Contractor or any person to whom the Contractor has released or disclosed the data.</p> <p>7. Any changes to the third-party</p>
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		<p>contractor list above, which requires the Contractor to enter into a new direct agreement, will be communicated via contract modification. The Contractor will not be provided access to the additional third-party contractor's proprietary information until such time as a properly executed copy of the agreement is provided to the Procuring Contracting Officer in accordance with FAR 9.505-4.</p>
252.234-7002	Earned Value Management System (DEVIATION) (Sep 2015)	<p>(The version of the clause in DoD Class Deviation 2015-O0017 applies in lieu of the standard DFARS version of the clause. Applicable if Seller is listed in paragraph (k) of this clause in the prime contract. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)</p>
1	ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS	<p>(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.</p> <p>(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.</p> <p>(c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.</p> <p>(d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.</p>

2	APPLICABLE LAWS	<p>(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of New York, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR) or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of Government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.</p> <p>(b) The parties, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits and pay all fees and other required charges. SELLER shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.</p> <p>(b)(1) If: (i) LOCKHEED MARTIN's contract cost or fee is reduced; (ii)</p>
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		<p>LOCKHEED MARTIN's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on LOCKHEED MARTIN; or (iv) LOCKHEED MARTIN incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, LOCKHEED MARTIN may proceed as provided for in (2) below.</p> <p>(2) To the extent SELLER's violation of applicable laws, executive orders, rules, regulations, or ordinances causes a fine, penalty, fee, interest, or withholding to be imposed on LOCKHEED MARTIN or a reduction in the price of, or cost to be reimbursed under, the Prime Contract, LOCKHEED MARTIN may recover from SELLER the amount withheld from LOCKHEED MARTIN, except for any amount attributable to LOCKHEED MARTIN's fee. LOCKHEED MARTIN shall reverse or release any withhold from SELLER when, and only to the extent that, the applicable withhold from LOCKHEED MARTIN is reversed or released by its customer. When a remedy for a violation of applicable laws, executive orders, rules, regulations, or ordinances is expressly provided elsewhere in this contract, this paragraph (b)(2) shall not apply.</p> <p>3) Where submission of certified cost or pricing data is required in accordance with FAR subpart 15.4, if SELLER or its lower-tier subcontractors: (i) certify submitted cost or pricing data that are defective; (ii) claim an exception to a requirement to submit cost or pricing</p>
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		<p>data and such exception is invalid; (iii) furnish data of any description that is inaccurate; or if (iv) the U.S. Government alleges any of the foregoing; and, as a result, (A) LOCKHEED MARTIN's Contract price or fee is reduced; (B) LOCKHEED MARTIN's costs are determined to be unallowable; or (C) any fines, penalties, or interest are assessed on LOCKHEED MARTIN; LOCKHEED MARTIN may proceed as provided for in paragraph (3) below.</p> <p>(c) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017).</p> <p>(d) SELLER shall make available to LOCKHEED MARTIN all Safety Data Sheets for any material provided to LOCKHEED MARTIN, or brought or delivered to LOCKHEED MARTIN or its customer's premises in the performance of this Contract, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.</p> <p>(e) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal</p>
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		<p>statutes, ordinances, rules and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor or benefits related laws.</p> <p>(f) SELLER shall notify LOCKHEED MARTIN promptly in writing if a charge of noncompliance with any law addressing occupational health and safety or protection of the environment has been filed against SELLER in connection with the performance of this Contract.</p> <p>(g) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is for \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-35 if included in this Contract. (2) LOCKHEED MARTIN and SELLER shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to</p>
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		<p>employ and advance in employment qualified protected veterans.</p> <p>(h) Equal Opportunity for Workers with Disabilities. (1) The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-36 if included in this Contract. (2) LOCKHEED MARTIN and SELLER shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.</p>
3	ASSIGNMENT	<p>(a) Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by LOCKHEED MARTIN. Any such required consent shall not be unreasonably withheld or delayed. Consent shall not be required in the event of the following: (i) merger, acquisition, or other business combination which results in a change in ownership or control or a sale of all or substantially all of the assets, (ii) a transfer to a subsidiary or parent company, or (iii) a reorganization of a business unit(s); so long as such resulting owner is not debarred, proposed or debarment, suspended, in financial distress, or not capable of performing the work under this</p>

		<p>Contract because of the nature, requirements, or security restrictions associated with the work. However, in situations where prior written consent is not required, SELLER shall in any event provide written notice to LOCKHEED MARTIN promptly after such assignment.</p> <p>(b) SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if LOCKHEED MARTIN is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of LOCKHEED MARTIN against SELLER. LOCKHEED MARTIN shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.</p>
4	COMMUNICATION WITH BUYER CUSTOMER	<p>SELLER shall not communicate with LOCKHEED MARTIN's customer or higher tier customer in connection with this Contract, except as expressly permitted by LOCKHEED MARTIN. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SELLER to the Government, or (4) any</p>

		<p>material matter pertaining to payment or utilization. In the event that Lockheed Martin's customer or a higher tier customer initiates communication with SELLER, SELLER shall notify LOCKHEED MARTIN; however, this notice does not imply that LOCKHEED MARTIN's permission is required for any such communication.</p>
5	CONTRACT DIRECTION	<p>(a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.</p> <p>(b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.</p> <p>(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the LOCKHEED MARTIN Procurement Representative.</p>
6	COUNTERFEIT WORK	<p>(a) For purposes of this clause, Work consists of those parts/materials delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, standard hardware, goods, raw materials and assemblies) but excluding Government Furnished Equipment (GFE), Buyer Furnished Equipment (BFE), and Buyer Furnished Material (BFM).</p>

		<p>“Counterfeit Work” means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade serial number, lot number, date code, or performance characteristics.</p> <p>“Suspect Counterfeit Work” means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.</p> <p>(b) SELLER shall establish and maintain a counterfeit risk mitigation process designed to protect against the delivery of Counterfeit Work or Suspect Counterfeit Work in accordance with industry recognized standards and other requirements identified in this Contract. SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to BUYER under this Contract.</p> <p>(c) SELLER shall promptly notify BUYER with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by BUYER, SELLER shall provide</p>
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		<p>documentation that provides traceability of the affected items to the applicable original equipment manufacturer (OCM) / original equipment manufacturer (OEM) in accordance with its counterfeit risk mitigation processes. SELLER shall provide reasonable cooperation to BUYER in addressing the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.</p>
7	DEFINITIONS	<p>The following terms shall have the meanings set forth below:</p> <p>(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.</p> <p>(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.</p> <p>(c) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract, then "LOCKHEED MARTIN" means that subsidiary or affiliate.</p> <p>(d) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognizant procurement organization to</p>

		<p>administer and/or execute this Contract.</p> <p>(e) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.</p> <p>(f) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.</p>
8	DISPUTES	<p>(a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract. This is not a waiver of any right to a trial by judge (a bench trial) in any court of competent jurisdiction.</p> <p>(b) Until final resolution of any dispute hereunder, the parties shall diligently proceed with the performance of their obligations under this Contract so long as LOCKHEED MARTIN has made and continues to make all payments that are not disputed as due and owing under this Contract.</p>
9	ELECTRONIC CONTRACTING	<p>The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.</p>
10	EXPORT CONTROL	<p>(a) SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R.</p>

		<p>120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").</p> <p>(b) SELLER shall notify LOCKHEED MARTIN if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing LOCKHEED MARTIN any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the LOCKHEED MARTIN Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the LOCKHEED MARTIN Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.</p> <p>(c) SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible LOCKHEED MARTIN's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors</p>
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		<p>and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from LOCKHEED MARTIN and verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the Trade Control Laws using any or all of LOCKHEED MARTIN's technical data and/or hardware. Upon LOCKHEED MARTIN's request, SELLER shall demonstrate to LOCKHEED MARTIN's reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for LOCKHEED MARTIN, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also promptly notify LOCKHEED MARTIN if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with LOCKHEED MARTIN in any investigation of such failure to comply.</p> <p>(d) SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List</p>
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		<p>maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SELLER shall immediately notify the LOCKHEED MARTIN Procurement Representative if SELLER, or any parent, subsidiary or affiliate of SELLER becomes listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.</p> <p>(e) If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.</p> <p>(f) Where SELLER is a party to or signatory under a LOCKHEED MARTIN Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or</p>
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		<p>potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require LOCKHEED MARTIN to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to LOCKHEED MARTIN all information and documentation as may reasonably be required for LOCKHEED MARTIN to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Contract.</p> <p>(g) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by LOCKHEED MARTIN, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.</p> <p>(h) SELLER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to LOCKHEED MARTIN. SELLER shall immediately notify LOCKHEED MARTIN upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.</p> <p>(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and</p>
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		<p>expense, including attorney's fees, all expense of litigation and/or settlement, and court costs (the foregoing collectively referred to as "Claims"), to the extent arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause, provided that LOCKHEED MARTIN promptly notifies SELLER in writing of such Claims, and further provided that LOCKHEED MARTIN gives SELLER, at SELLER expense, full cooperation and the opportunity to have control over the defense of any such Claims.</p> <p>(j) LOCKHEED MARTIN shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs (the foregoing collectively referred to as "Claims"), to the extent arising from any act or omission of LOCKHEED MARTIN, its officers, employees, agents, suppliers, or subcontractors at any tier other than SELLER and its subcontractors, in the performance of any of its obligations under this clause, provided that SELLER promptly notifies LOCKHEED MARTIN in writing of such Claims, and further provided that SELLER gives LOCKHEED MARTIN, at LOCKHEED MARTIN's expense, full cooperation and the opportunity to have control over the defense of any such Claims.</p>
11	EXTRAS	<p>Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.</p>

12	FEE	LOCKHEED MARTIN shall pay SELLER for performing this Contract the fee as specified in this Contract.
13	FURNISHED PROPERTY	<p>(a) LOCKHEED MARTIN may, by written authorization, provide to SELLER property owned by either LOCKHEED MARTIN or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.</p> <p>(b) Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.</p> <p>(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify LOCKHEED MARTIN of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.</p> <p>(d) At LOCKHEED MARTIN's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by LOCKHEED MARTIN.</p> <p>(e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title, or may take title under this Contract.</p>
14	GRATUITIES/KICKBACKS	(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding

		<p>favorable treatment as a LOCKHEED MARTIN supplier.</p> <p>(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.</p>
15	INDEMNITY	<p>(a) A party shall defend, indemnify, and hold harmless the other party (“Indemnitor” and “Indemnitee”, respectively) from any claims, suits, or demands brought and liabilities and losses sustained by a third party to the extent caused by the negligence or willful misconduct of Indemnitor, its officers, employees, or agents in the course of performing this Contract.</p> <p>(b) Indemnitee must notify Indemnitor with reasonable promptness of any claim, suit, or other demand or legal process against Indemnitee with respect to which Indemnitor may have responsibility pursuant to this clause (“Initial Notification”), deliver to Indemnitor a copy of any related claim, process, pleadings, or other legal papers received by Indemnitee, and otherwise provide such reasonable cooperation to Indemnitor for defense of such matter at Indemnitor’s expense. A failure to provide prompt Initial Notification and cooperation under the preceding sentence shall relieve Indemnitor of its obligations to indemnify and defend, but only to the extent Indemnitor has been prejudiced by such failure.</p>

		<p>Indemnitor shall provide a timely response indicating its intention with respect to its rights and obligations described herein.</p> <p>(c) Indemnitor shall not, without advance written consent of Indemnitor, settle or compromise any claim, suit, or demand against Indemnitor with respect to which Indemnitor may have responsibility pursuant to this clause, and Indemnitor shall have no liability with respect to any such compromise or settlement effected without its consent.</p> <p>(d) Upon written notice to Indemnitor, to the maximum extent permitted by law, and except as otherwise limited in this paragraph “(d)”, Indemnitor shall have the sole right and authority to contest, pay, defend, settle or compromise any claim, suit, or demand against Indemnitor with respect to which Indemnitor has responsibility pursuant to this clause. After sending notice to Indemnitor, Indemnitor shall select and employ independent legal counsel of reputable standing and proceed diligently in the defense of the claim, suit, or demand. Indemnitor’s sole right and authority pursuant to this paragraph “(d)” is subject to the following:</p> <p>(i) In addition to counsel selected by Indemnitor, Indemnitor shall be entitled, at its own expense, to have counsel of its own choosing participate in the defense;</p> <p>ii) If Indemnitor fails or refuses to</p>
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		<p>defend the claim or suit, then Indemnatee is entitled to act on the claim, suit, or demand with counsel of its own choosing.</p> <p>(e) For any claim, suit, or demand against Indemnatee with respect to which Indemnitor has responsibility pursuant to this clause, Indemnitor shall be responsible for the costs of defense incurred by Indemnatee prior to Indemnitor's assumption of the defense.</p>
16	INDEPENDENT CONTRACTOR RELATIONSHIP	<p>(a) SELLER's relationship to LOCKHEED MARTIN shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between LOCKHEED MARTIN and SELLER or LOCKHEED MARTIN and SELLER personnel. Personnel supplied by SELLER hereunder shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of LOCKHEED MARTIN. SELLER assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. LOCKHEED MARTIN assumes no liability for SELLER personnel.</p> <p>(b) Nothing contained in this Contract shall be construed as granting to SELLER or any personnel of SELLER rights under any LOCKHEED MARTIN benefit plan.</p>
17	INFORMATION ASSURANCE	<p>(a) SELLER shall not reproduce or disclose any information, knowledge, or data of LOCKHEED MARTIN that SELLER may receive from LOCKHEED MARTIN or have access to, including conspicuously marked proprietary or</p>

		<p>confidential information of LOCKHEED MARTIN or of others when in possession of LOCKHEED MARTIN (hereinafter LOCKHEED MARTIN INFORMATION), without the prior written consent of LOCKHEED MARTIN. LOCKHEED MARTIN INFORMATION includes, but is not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, products, processes, procedures, inventions, systems, or designs. SELLER agrees not to use any LOCKHEED MARTIN INFORMATION for any purpose except to perform this Contract. SELLER shall maintain data protection processes and systems sufficient to adequately protect LOCKHEED MARTIN information and comply with any law or regulation applicable to such information.</p> <p>(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHEED MARTIN in conducting</p>
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		<p>any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.</p> <p>(c) LOCKHEED MARTIN INFORMATION provided to SELLER remains the property of LOCKHEED MARTIN. Within thirty (30) days of the expiration or termination of this Contract or upon the request of LOCKHEED MARTIN, SELLER shall return or certify the destruction of all LOCKHEED MARTIN INFORMATION and any reproductions, and SELLER shall promptly surrender all information or proprietary data developed by LOCKHEED MARTIN in performance of this Contract, unless its retention is authorized in writing by LOCKHEED MARTIN.</p> <p>(d) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.</p> <p>(e) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.</p> <p>(f) DFARS 252.204-7012 applies to covered defense information if said clause is included in this Contract.</p>
18	INFORMATION OF SELLER	<p>Proprietary Information Agreement dated 30 January 2019 (as amended) between the parties is incorporated herein by reference and shall apply with respect to the exchange of Proprietary Information under this contract. Said agreement shall apply for the period set forth in the NDA, or</p>

		the period of performance of this contract, whichever is longer.
19	INSURANCE	<p>(a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:</p> <ul style="list-style-type: none"> <li>(1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;</li> <li>(2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;</li> <li>(3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as LOCKHEED MARTIN may require;</li> <li>(4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as LOCKHEED MARTIN may require; and</li> <li>(5) Such other insurance as LOCKHEED MARTIN may require.</li> </ul> <p>(b) SELLER shall provide LOCKHEED MARTIN advance written notice prior to the effective date of any cancellation or material change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name LOCKHEED MARTIN as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained</p>

		<p>pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.</p>
<p>20</p>	<p>INTELLECTUAL PROPERTY</p>	<p>(a)(1) In lieu of any other patent or other intellectual property infringement warranty by SELLER, statutory or otherwise, it is agreed that SELLER shall defend, indemnify and hold harmless LOCKHEED MARTIN, LOCKHEED MARTIN's officers, agents, and employees ("Indemnified Parties"), at no increase in the price of this Contract and except to the extent the United States Government assumes liability therefor, against all suits, actions, or claims, brought against Indemnified Parties based on an allegation that the Work, or any portion thereof, when furnished pursuant to this Contract ("Subject Work") infringes any third party's rights in any trade secret, copyright, trademark, United States patent, or other intellectual property right ("Infringement Claim"), and shall pay all costs and damages finally awarded in any such suit, action or claims, or agreed by SELLER in any settlement or alternative resolution of such suit, action or claim.</p> <p>(2) Paragraphs (b), (c), (d), and (e) of clause 15, "Indemnity," are incorporated into this clause in their entirety, and shall be applicable to the</p>

		<p>rights and obligations of the Parties pursuant to this clause as if included in full text herein. For purposes of this clause, “Indemnitor” and “Indemnitee” shall only mean SELLER and LOCKHEED MARTIN, respectively. Further, Indemnitor shall use reasonable diligence to provide written notice to and consultation with Indemnitee prior to settling any such Infringement Claim if the settlement impacts Indemnitor’s ability to meet any of Indemnitor’s contractual obligations under this Contract.</p> <p>(3) If the use or sale of said Subject Work is enjoined as a result of such Infringement Claim, or if in SELLER’s opinion the use of said Subject Work is likely to be enjoined in a suit, SELLER shall, at SELLER’s option, either: procure for LOCKHEED MARTIN the right to use and sell said Work; or modify same to render such Subject Work non-infringing (provided such modification will not materially affect the functionality of the Work); or substitute equivalent Work acceptable to LOCKHEED MARTIN and extend this indemnification thereto.</p> <p>(4) In no event shall the indemnity in paragraph (a)(1) above include any of LOCKHEED MARTIN’s losses, costs or damages relating to or arising from LOCKHEED MARTIN’s loss of use of Subject Work furnished pursuant to this Contract.</p> <p>(5) SELLER’s obligations under paragraph (a)(1) and (2) above shall not apply if an Infringement Claim: (i) arises out of compliance with specific written direction of</p>
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		<p>LOCKHEED MARTIN to use LOCKHEED MARTIN provided data, LOCKHEED MARTIN detailed designs or build to print, LOCKHEED MARTIN software, or LOCKHEED MARTIN Furnished Property and the infringement would not have occurred but for SELLER's compliance with same;</p> <p>(ii) arises from modification by, or authorized by any one of the Indemnified Parties to Subject Work furnished by SELLER to LOCKHEED MARTIN, which modification was either made subsequent to delivery and not authorized by SELLER or made subsequent to delivery and not an intended modification (e.g., modifying to the extent the item is integrated within LOCKHEED MARTIN's product) as contemplated by the SELLER, and the infringement would not have occurred but for such modification; or</p> <p>(iii) is based upon a combination of the Subject Work furnished hereunder with any equipment or items not furnished by SELLER if such infringement would not have occurred but for such combined use, unless such combination was reasonably foreseeable (e.g., the combination responsible for the infringement occurs from equipment or items not furnished by SELLER but are reasonably necessary to use, install or operate the Subject Work).</p> <p>(b) In addition to the Government's rights in data and inventions, SELLER agrees that LOCKHEED MARTIN, solely in the performance of this Contract</p>
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		<p>and the corresponding obligations of the Prime Contract to which this Contract relates, shall have a limited, paid-up, royalty-free license to install, use, operate, test, sell and offer for sale (solely to LOCKHEED MARTIN's customer for its Prime Contract) products delivered by SELLER under this Contract, and to reproduce, display, and distribute original and copies of (internally or externally if in compliance with its confidentiality obligations in clause 18), prepare derivative works of (e.g., but only to the extent required to incorporate some or all of a report into a larger work, and prepare or revise presentation materials of), any and all written materials (including software) delivered to LOCKHEED MARTIN under this Contract. If LOCKHEED MARTIN's customer on its Prime Contract is a higher-tier contractor, LOCKHEED MARTIN may sublicense the rights above to the higher tier contractor solely for the performance of the higher-tier contractor's prime contract with the U.S. Government. SELLER shall notify LOCKHEED MARTIN of any third party commercial items delivered under this Contract and provide those items with the license received from the third party, which rights shall be no less than those offered to the public for such items and consistent with requirements of FAR and DFARS clauses included or incorporated in this Contract.</p> <p>(c) Subject to the confidentiality obligations in clause 18, SELLER agrees that LOCKHEED MARTIN shall be entitled to maintain possession of all written materials, including</p>
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		<p>machine readable form, prepared by SELLER pursuant to this Contract and furnished to LOCKHEED MARTIN by SELLER hereunder. LOCKHEED MARTIN's rights, if any, to use and disclose the data, software and information contained in the written materials cited in this paragraph 20(c) shall be governed by clause 20(b), and LOCKHEED MARTIN shall comply with all proprietary information markings and restrictive legends. SELLER further agrees the tangible medium (e.g., USBs, disks, etc.) storing copies of such written materials shall become the sole property of LOCKHEED MARTIN. This paragraph (c) does not grant LOCKHEED MARTIN any rights to use SELLER's reports, memoranda, other materials, data, software and information.</p>
21	OFFSET CREDIT/COOPERATION	<p>Any offsets or countertrade requirements that may result from this Contract shall be separately defined and negotiated.</p>
22	PACKING AND SHIPMENT	<p>(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.  (b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.  (c) Unless otherwise specified, delivery shall be FOB Place of Shipment.</p>

23	PARTS OBSOLESCENCE	<p>LOCKHEED MARTIN may desire to place additional orders for Work purchased hereunder. SELLER shall provide LOCKHEED MARTIN with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract.</p>
24	PAYMENTS, TAXES, AND DUTIES	<p>(a) Unless otherwise provided, terms of payment shall be net 30 days from the latest of the following: (i) LOCKHEED MARTIN's receipt of SELLER's proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual delivery of the Work.</p> <p>(b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.</p> <p>(c) LOCKHEED MARTIN shall have a right of setoff against payments due or at issue under this Contract or any other contract between the parties.</p> <p>(d) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.</p>
25	PLACE OF PERFORMANCE	<p>If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to LOCKHEED MARTIN. Notification of changes to the place of performance from within the United States to a location outside the United States</p>

		shall be provided by SELLER to LOCKHEED MARTIN at least six months in advance.
26	PRECEDENCE	Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order and/or Task Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (2) this Non Standard CorpDoc and any supplementary Non Standard CorpDoc invoked in this Contract (Non Standard CorpDoc A, B, C, D, or E series); and (3) the Statement of Work.
27	PRIORITY RATING	If this Contract contains a DPAS rating, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
28	QUALITY CONTROL SYSTEM	(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract. (b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.
29	RELEASE OF INFORMATION	Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of LOCKHEED MARTIN. SELLER shall not use

		"Lockheed Martin," "Lockheed Martin Corporation," or any other trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN.
30	RETENTION OF RECORDS AND LIMITATION OF AUDIT RIGHTS	(a) For three (3) years from the date of final payment received by SELLER and unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain (i) all records as required by applicable law, regulation, or otherwise by this Contract, which include, but may not be limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, authenticity, shipping and export, certification, and other records referenced in FAR Subpart 4.7 (if applicable). SELLER shall timely provide access to such records to the US Government and/or LOCKHEED MARTIN upon request. (b) Notwithstanding any other provision to the contrary, the terms of this document shall not grant LOCKHEED MARTIN the right to inspect, examine, or audit SELLER's proprietary financial books and records.
31	SELLER BUSINESS SYSTEMS	"SELLER Business Systems" as used in this clause means SELLER's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system. If SELLER's Business Systems are reviewed and approved by a Government agency, SELLER shall provide prompt notice to LOCKHEED MARTIN whenever there is a material change in the status of the Government's approval or

		determination of adequacy of any of SELLER's Business Systems.
32	SEVERABILITY	Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.
33	SURVIVABILITY	All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.
34	TIMELY PERFORMANCE	<p>(a) SELLER's timely performance is a critical element of this Contract.</p> <p>(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.</p> <p>(c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. These notifications shall not change any delivery schedule.</p> <p>(d) In the event of a termination for convenience or change, no claim will</p>

		be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.
35	TRAVEL COSTS	<p>(a) SELLER shall be reimbursed for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they (1) do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract and (2) are otherwise reimbursable pursuant to the Allowable Cost and Payment clause of this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.</p> <p>(b) SELLER shall provide a summary of all such costs by category of expense with each invoice. Each summary shall include the trip purpose, number of travelers, travel dates and destination. SELLER shall make receipts available to the government on an assist audit basis if requested for individual expenses exceeding \$75.00.</p>
36	USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE	<p>(a) This clause applies only to technical data or computer software delivered by SELLER to LOCKHEED MARTIN under this Contract.</p> <p>(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or</p>

		<p>other applicable U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, LOCKHEED MARTIN may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, LOCKHEED MARTIN may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.</p>
37	<p>WAIVERS, APPROVALS, AND REMEDIES</p>	<p>(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.</p> <p>(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.</p> <p>(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.</p>
38	<p>WORK ON BUYER, SELLER, AND THIRD PARTY PREMISES</p>	<p>(a) "Premises" as used in this clause means premises where Work is to be performed, and is owned or controlled by the other Party, LOCKHEED MARTIN's customer, or other third party (hereinafter, the "Premises Owner").</p> <p>(b) Each Party shall ensure that its personnel working on Premises comply with any on-premises policies</p>

		<p>and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without appropriate authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Contract related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-Contract related mail through the other Party's, customers' or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without appropriate written permission or as permitted by law; and (viii) follow instruction from the other Party, customer, or third party, as appropriate, in the event of an actual or imminent safety or environmental hazard on Premises.</p> <p>(c) All persons, property, and vehicles entering or leaving Premises are subject to search by the Premises Owner.</p> <p>(d) A Party (for purposes of this paragraph, the "Notifying Party") shall promptly notify the other Party and provide a report of any accidents or security incidents involving loss of or misuse or damage to intellectual or physical assets, physical altercations, assaults, or harassment in which personnel of the Notifying Party are involved and occur on the Premises of the other Party or a third party providing access to its Premises</p>
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		<p>through agreement with the other Party.</p> <p>(e)(1) Prior to entry on Premises, each Party shall coordinate with the Premises Owner to gain access. Each Party shall provide information reasonably required by the Premises Owner to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.</p> <p>(2) Each Party's personnel requiring unescorted access to Premises of another shall, prior to such unescorted access, be screened pursuant to the security and badging requirements of the Party requesting unescorted access for its personnel. Such screening shall be performed by the Party requesting access for its personnel at no charge to the other Party.</p> <p>(f) When on the Premises of another, a Party shall ensure that its personnel:</p> <ul style="list-style-type: none"><li>(i) do not remove assets of the Premises Owner without appropriate written authorization;</li><li>(ii) use assets of the Premises Owner only for purposes of this Contract;</li><li>(iii) only connect with, interact with or use computer resources, networks, programs, tools or routines of or provided by the Premises Owner as necessary for performance of the Contract; and</li><li>(iv) do not improperly share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers of or provided by the Premises Owner.</li></ul> <p>Each Party or its authorized representative may periodically audit data residing on assets that it owns or controls on Premises.</p>
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		<p>(g) A Party (for purposes of this paragraph, the “Directing Party”) may, at its sole discretion, have the other Party remove any specified employee of the other Party from Premises of the Directing Party or a third party providing access to its Premises through agreement with the Directing Party, and require that such employee not be reassigned to any Premises under this Contract in the future.</p> <p>(h) Each Party shall reimburse a Premises Owner for any unauthorized use of the Premises Owner’s assets.</p> <p>(i) When on the Premises of the other Party or a third party providing access to its Premises through agreement with the other Party, a Party shall advise the other Party’s Procurement Representative of any unauthorized direction or course of conduct.</p> <p>(j) When on the Premises of the other Party or a third party providing access to its Premises through agreement with the other Party, each Party shall immediately report to the other Party all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. The Party shall provide the other Party with a copy of any reports of such incidents made to governmental authorities.</p>
39	LIMITATION OF LIABILITY	EXCEPT FOR THOSE CLAIMS, LOSSES OR DAMAGES RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ITS OBLIGATIONS UNDER THIS PURCHASE ORDER, NEITHER PARTY, IN CONJUNCTION WITH THE WORK PERFORMED UNDER THIS PURCHASE ORDER, SHALL IN ANY EVENT BE OR BECOME LIABLE TO THE OTHER

		<p>PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFITS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY INDEMNIFIES AND HOLDS THE OTHER AND ITS ASSIGNEES HARMLESS FROM ANY SUCH DAMAGES THAT ARE DISCLAIMED IN THE PRECEDING SENTENCE. IN ANY EVENT THE AGGREGATE LIABILITY OF THE SELLER TO THE BUYER UNDER THIS PURCHASE ORDER WHETHER IN CONTRACT, TORT (EXCLUDING NEGLIGENCE) OR OTHERWISE IS LIMITED TO [ONE HUNDRED] PERCENT (100%) OF THE AWARDED PURCHASE ORDER VALUE.</p>
40	<p>DIMINISHING MANUFACTURING SOURCES</p>	<p>During the course of performance of this contract, the Parties recognize that suppliers at any level may not be able to supply the product due to obsolescence, current or future withdrawal of the product from the marketplace, economic failure of the supplier, or other reasons beyond the control of the SELLER. In the event the SELLER determines that, for reasons beyond its control, a current qualified supplier of material for this contract, or a supplier under subcontract to supply product for this contract, will not be able to furnish the product necessary for the SELLER to meet the</p>

		<p>terms of this contract, the SELLER will notify LOCKHEED MARTIN in writing within thirty (30) days. Within ten (10) business days of receipt of such notice, LOCKHEED MARTIN shall notify the SELLER of whether any alternative sources are known to LOCKHEED MARTIN, including whether or not LOCKHEED MARTIN may elect to provide such product as LOCKHEED MARTIN Furnished Property, or whether it wishes the SELLER to proceed with developing one or more alternative source(s) with an adjustment to schedule and cost on this contract.</p> <p>The SELLER shall provide, within ninety (90) days of identifying the existence of such Diminishing Manufacturing Sources (DMS) issue to LOCKHEED MARTIN an estimate of the impact resulting from providing the required product, including, but not limited to, the cost of preparation, start-up and/or qualification of an alternate supplier, submittal or implementation of any resulting Engineering Change Proposals (ECPS) and related activities. If during the performance of this contract, Seller becomes aware that any equipment, assemblies, subassemblies, parts, components or items required to be delivered under this contract will be going out of production or will no longer be commercially available, SELLER shall notify LOCKHEED MARTIN of such obsolescence. Seller shall specifically identify those items by name or title, part number(s), function, and name and location of manufacturer.</p> <p>Following LOCKHEED MARTIN's evaluation/approval determination,</p>
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		failure to perform by SELLER due to unavailability of DMS products shall not be grounds for Default Termination per FAR 52.249-6(a)(2).
41	WARRANTY	EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY, OR IMPLIED.
A	INCORPORATION OF FAR AND DFARS CLAUSES	The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, 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 said Prime Contract shall apply instead. With the exception of DFARS 252.227-7019 and 252.227-7037, nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government under the Contracts Disputes Act. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract. Notwithstanding any other provision to the contrary, this Non Standard

		<p>CorpDoc 4A shall not grant LOCKHEED MARTIN the right to inspect, examine, or audit SELLER's proprietary financial books and records. This information shall only be made available to the Government on an assist audit basis.</p> <p>Communication/notification required under this Contract from SELLER to the Contracting Officer shall be through LOCKHEED MARTIN unless expressly stated herein or proprietary information of the SELLER is required, in which case such communication/notification may be provided directly to the Contracting Officer with prompt notice to LOCKHEED MARTIN of the transmittal.</p>
<p>B</p>	<p>GOVERNMENT SUBCONTRACT</p>	<p>(a) This Contract is entered into by the parties in support of a U.S. Government contract.</p> <p>(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:</p> <ol style="list-style-type: none"> <li>1. "Commercial Item" means a commercial item as defined in FAR 2.101.</li> <li>2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101</li> <li>3. "Contract" means this contract.</li> <li>4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.</li> <li>5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.</li> <li>6. "Prime Contract" means the contract between LOCKHEED MARTIN</li> </ol>

		<p>and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.</p> <p>7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.</p>
C	NOTES	<p>(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.</p> <ol style="list-style-type: none"> <li>1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.</li> <li>2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.</li> <li>3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.</li> <li>4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.</li> <li>5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.</li> <li>6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.</li> <li>7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.</li> <li>8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.</li> </ol>

		(b) See also the clause of this Contract entitled Communication with Lockheed Martin Customer with respect to communications between SELLER and the Government.	
D	AMENDMENTS REQUIRED BY PRIME CONTRACT	SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.	
E	PRESERVATION OF THE GOVERNMENT'S RIGHTS	If LOCKHEED MARTIN furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that LOCKHEED MARTIN, acting on its own behalf, may modify or limit any rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.	
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)		Notes 1 and 2 apply. Substitute "90

		<p>days" for "120 days" and "90- day" for "120- day" in paragr aph (d). Substit ute "180 days" for "1 year" in paragr aph (f). In paragr aph (j) "right of appeal ", "timely appeal " and "on an appeal " shall mean the right to procee d under the "Dispu tes"</p>
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			<p>clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.</p> <p>. Alternative IV (SEP 1996) applies if this is a labor hour or time and materials contract.)</p>
252.234-7001	Notice of Earned Value Management System	IBR, See DFARS	
252-242-7005	Contractor Business Systems	IBR, See DFARS	

<p>Section 5.4.3 SOW</p>	<p>Hazardous Material Management Program</p>	<p>The Supplier (and the Supplier's sub-tier suppliers/subcontractors) shall establish an Hazardous Material Management Program Plan (MIL-STD-882E Task 108, SDRL S0005) to ensure the Supplier's compliance with EO 12114 and applicable federal, state, and local environmental laws, regulations, and policies for all activities defined in this SOW, whether conducted at government or Supplier facilities.</p> <p>The Hazardous Material Management Program shall show compliance to T9070-AL-DPC-020/077-2, "NAVSEA Hazardous Material Avoidance Process," 28 September 2015 and NAVSEA S9510-AB-ATM-010 Technical Manual for Nuclear Powered Submarine Atmosphere Control Manual.</p>	
<p>QTC6</p>	<p>COUNTERFEIT PART, MATERIAL, AND WORK AVOIDANCE AND CERTIFICATION</p>	<p>The supplier's Certification of Conformance represents that the shipment does not contain any 'suspect' or 'known' Counterfeit Part, Material, or Work* and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier* requires Lockheed Martin written approval prior to procurement and use, which shall be contained within the deliverable data package.</p> <p>The supplier shall verify the procurement source and associated certifying documentation.</p>	

		<ul style="list-style-type: none"> <li>• Supplier’s receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work.</li> <li>• The supplier <b><u>shall flow this clause in its entirety or equivalent</u></b> (replacing “Lockheed Martin” with “supplier”) down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit Parts, Material or Work. When an Authorized Supplier is not utilized by the supplier’s lower tier, the supplier shall provide a copy of the risk assessment and their written approval within the deliverable data package.</li> </ul> <p>*All definitions can be found at the following link under ‘Counterfeit Work Definitions’:  <a href="http://www.lockheedmartin.com/us/suppliers/bu-info/space/space-tandc.html">http://www.lockheedmartin.com/us/suppliers/bu-info/space/space-tandc.html</a></p>	
QAQC03	AQC03 RIGHT OF ACCESS	Work under this purchase order/contract is subject to government or customer surveillance/inspection at organization’s plant or sub-tier supplier’s facility. The organization will be notified if a surveillance/inspection is to be conducted.	
QAQC25	AQC25 RECORD RETENTION	Organization and Organization’s Subcontractors shall maintain verifiable objective evidence of all inspections and test performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization and made available to Customer and/or Government Representatives	

		<p>upon request and shall be retained in a safe, accessible location for a period of seven (7) after date of delivery as defined in the contract.</p> <p>Organization's records associated with the manufacture of serialized or lot controlled articles will provide for continued traceability of serial numbers or lot number identification through all phases of manufacture, commencing with the raw material and continuing through final acceptance of the end item.</p> <p>Records held for the required retention period (seven years) shall not be destroyed without Customer's written concurrence.</p>	
PT6F	SPECIAL TOOLING/FAR 52.245-17	<p>The clause contained in FAR 52.245-17 is incorporated herein by reference and is modified as follows: Substitute "Lockheed Martin's Procurement Representative" for "Contracting Officer" throughout the clause, except for paragraph (b). Substitute "Lockheed Martin" for "Government" or "United States" in paragraphs (d)(1), (d)(3) and in (m) where "Government" appears the last time and in paragraph (f)(1). In paragraph (j) change "180 days" to "240 days" and "90 days" to "150 days". In (j)(ii) remove "prime" before "Contractor" in the last sentence.</p>	
PT6H	PROPERTY ADMINISTRATION AND PERIODIC SUMMARY INVENTORY REPORTING	<p>A. Seller shall comply with provisions of "Management of Government Property in Possession of Contractors" (FAR 45.5) as in effect on the date of this order, which provisions are hereby incorporated by reference and made part of this order, and are modified by paragraph B. below. B. Seller shall maintain the official property records as required under paragraph A. above, and shall conduct a physical inventory</p>	

		of special tooling and special test equipment at least annually, unless prescribed otherwise in Seller's established procedures, or upon completion of this order, whichever occurs first. Upon completion of such inventory, Seller shall provide Buyer, within a reasonable time, a report containing (1) the number of items and dollar value accountable under this order; and (2) a list of discrepancies including identification and dollar value of each discrepant item accountable under this order.	
PTAH	FAR 52.222.29 NOTIFICATION OF VISA DENIAL (APR 1984 DEVIATION)	In the clause entitled "Notification of Visa Denial (Apr 1984)", delete the second sentence and in lieu thereof insert: "The Contractor agrees to notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 7325, Washington, DC 20520, and the Deputy Assistant Secretary of Federal Contract Compliance Programs, when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee."	
PTUN	PATENT RIGHTS ACQUISITION BY THE GOVT	The clause in FAR 52.227-13 is incorporated herein by reference except the term "contract" shall mean "purchase order"; "Contractor" shall mean "Seller"; "subcontract" shall mean "lowertier subcontract"; and "Subcontractor" shall mean "lower-tier Subcontractor".	

<p>PT1P</p>	<p>PERFORMANCE BASED PAYMENTS</p>	<p>FAR 52.232-32 Performance-Based Payments is hereby incorporated into this contract by reference.</p> <p>“Contracting Officer” and “Government” means “Lockheed Martin.” Subparagraph (c)(2) is deleted. The risk of loss provision at subparagraph (g) shall apply in lieu of FAR 52.245-1(h). Add the below certification to every invoice for performance based payments.</p> <p>I certify to the best of my knowledge and belief that--</p> <ol style="list-style-type: none"> <li>1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;</li> <li>2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;</li> <li>3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;</li> <li>4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and</li> <li>5) After the making of this requested performance-based payment, the amount of all payments for each</li> </ol>
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		<p>deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.</p>	
PT1V	GOVERNMENT OWNED-PROPERTY FURNISHED TO CONTRACTOR	<p>A. Government Furnished Property (GFP), as defined in FAR 45.101 and Government Property (GP), as defined in FAR 45.101, will be provided to Contractor for use under this contract and no other contract without prior written permission from Lockheed Martin. Both GFP and GP provided to Contractor will be identified in an Exhibit to this contract. During performance of this contract, Seller shall provide to the Lockheed Martin Procurement Representative, biannually, and no later than month-end March and month-end September, a current listing of all GFP and GP provided to Seller for use in performance of this contract. Listing will include:</p> <ul style="list-style-type: none"> <li>· Property Name and Description</li> <li>· Part Number</li> <li>· Quantity</li> <li>· Date Received</li> <li>· Date Returned to Lockheed Martin</li> </ul> <p>B. Upon receipt by Lockheed Martin from the Administrative Contracting Officer of his/her approval to use, and his/her agreement as to the amount of the adjustment hereinafter described, Contractor is authorized to use other GFP or GP (furnished subsequent to the effective date of this contract); provided, however, that (i) under a firm fixed price contract, Lockheed Martin on behalf of the Government shall receive the benefit of any reduction in the cost of performing this contract; or</p>	

		(ii) under a fixed price incentive contract, there shall be deducted from the target cost of this contract, for purposes of computing the incentive profit, an amount equal to the estimated cost savings resulting from the use of such other GFP or GP. The resultant adjustment specified in this paragraph with respect to the authorization to use such GFP or GP shall not apply to replacement of Government property, when required (i) by normal replacement or repair practices, or (ii) by any generally applied modernization program. The foregoing principles shall be utilized in the adjustment of the price of those lower-tier subcontracts the performance of which involves the use of such other GFP or GP.	
PT2A	COST ACCOUNTING STANDARDS / ADMINISTRATION OF COST ACCOUNTING STANDARDS	The clauses at FAR 52.230-2, Cost Accounting Standards, except for paragraph (b), and FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-2 substitute "United States or Lockheed Martin" for "United States" as applicable throughout this clause; 52.230-6, the language shall not change.	
PT2B	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES/ADMINISTRATION OF COST ACCOUNTING STANDARDS	The clauses at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, except for paragraph (b), and FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-3 substitute "United States or Lockheed Martin" for "United States" as applicable throughout this clause; 52.230-6, the language shall not change.	

PT2C	CONSISTENCY IN COST ACCOUNTING PRACTICES	The clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns is incorporated herein by reference as if fully set forth herein. "Government" as used in the second and third sentences means "Government or Lockheed Martin."	
PTAD	NON DISCLOSURE AGREEMENT	Government employees shall not be required to sign a nondisclosure agreement or any document as a condition to gaining access to a Subcontractor's (or any tier Subcontractor's or Supplier's) data and other information needed to perform their official duties. In addition, Government employees shall not be required to furnish personal or biographical information or documents as a condition to gaining access to a Subcontractor's (or any tier Subcontractor's or Supplier's) data and other information needed to perform their official duties. Pursuant to the Trade Secrets Act, 18 U.S.C. §1905, Government employees are prohibited from making unauthorized disclosures of a Subcontractor's (or any tier Subcontractor's or Supplier's) proprietary information.	
PTC1	COMMERCIAL SPACE LAUNCH ACT	(Applicable if noted in the Contract. Insurance requirements under Non Standard CorpDoc 1 Clause 18, "Insurance/Entry on LOCKHEED MARTIN's Property," would not be applicable for third party liability incurred in connection with licensed launch activities, but would otherwise be applicable.) As required by the Commercial Space Launch Act (CSLA), 49 U.S.C. §§ 70101 - 70119 as amended, the Parties agree as follows:	

		<p>LOCKHEED MARTIN and the CONTRACTOR hereby agree to a reciprocal waiver of liability pursuant to which each Party agrees not to bring a claim in arbitration or otherwise or sue the other Party, the United States Government and its contractors and subcontractors at every tier or any Related Third Parties of the other Party, as defined in paragraph (f), for any property loss or damage it sustains and any property loss or personal injury, including death, sustained by any of its Related Third Parties, arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.</p> <p>LOCKHEED MARTIN and the CONTRACTOR shall each be responsible for property damage which they sustain and for bodily injury or property damage sustained by their employees arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.</p> <p>CONTRACTOR shall extend the waiver and release of claims and assumption of responsibility described in paragraphs (a) and (b) above to its Related Third Parties (other than employees, directors and officers) by requiring them (1) to waive and release all claims of liability they may have against LOCKHEED MARTIN, its Related Third Parties, and the United States Government and its contractors and subcontractors at every tier, and (2) to agree to be responsible for any property loss or damage or bodily injury, including death, sustained by any of them or their employees and arising in any manner in connection with the performance of or activities</p>	
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		<p>carried out pursuant to a CSLA license.</p> <p>The waivers described in this paragraph shall extend to and bind the successors and assigns of each Party and its</p> <p>Related Third Parties, whether by subrogation or otherwise. Each Party shall obtain a waiver of subrogation and release of any right of recovery against the other Party and its Related Third Parties from any insurer providing coverage for the risks of loss for which the Party hereby waives claims under this paragraph.</p> <p>CONTRACTOR shall defend, hold harmless and indemnify LOCKHEED MARTIN, its Related Third Parties and the United States Government and its contractors and subcontractors, from and against any and all liabilities, costs and expenses (including attorneys' fees) arising out of (1) any failure by CONTRACTOR to obtain the waivers and releases of claims of liability and the assumption of responsibility described in this paragraph, and (2) bodily injury or property damage sustained by CONTRACTOR's own employees in connection with the performance of or activities carried out pursuant to a CSLA license.</p> <p>For purposes of this paragraph, Related Third Parties shall mean (1) directors, officers, employees and agents of either Party or of any customer to whom LOCKHEED MARTIN may provide launch services; (2) parties having any right, title or interest in any of the vehicles or equipment utilized by LOCKHEED MARTIN in providing launch services, including but not limited to satellites,</p>	
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		transponders and launch vehicles; (3) contractors, subcontractors and suppliers at any tier, of either Party or of any customers of LOCKHEED MARTIN; and (4) additional parties involved in the launch services provided by LOCKHEED MARTIN or other activities governed by the CSLA.	
PTSB	INSURANCE	<p>Supplier shall maintain the following types of insurance in not less than the following minimum amounts and shall require its subcontractors to maintain similar kinds and levels of insurance for any subtier subcontracted activity related to this Agreement:</p> <p>Commercial General Liability Insurance including Contractual Liability Coverage and Products-Completed Operations Liability Coverage:  Combined Single Limit of \$1,000,000 per occurrence:  Automobile Liability Insurance:  Combined Single Limit of \$1,000,000 per occurrence:  Worker's Compensation: Statutory Limits in the State(s) of Work Performance.  to include Employer's Liability limit of: \$1,000,000  Special Conditions Applicable to All the Above Insurance Policies:  (a) Lockheed Martin shall be named an additional insured on the Commercial General Liability Insurance Policy(ies) and Automobile Liability Insurance Policy(ies) maintained to comply with the foregoing, but solely with respect to liabilities arising out of the acts or omissions of the Supplier, its officers employees or agents in performance of this Agreement.  (b) Policies shall provide that insurance is primary with respect to</p>	

		<p>the interests of Lockheed Martin and are not contributory with any insurance Lockheed Martin may carry.</p> <p>(c) All deductible amounts applicable to Supplier's insurance policies shall be borne by the Supplier, or its subcontractors, at any tier.</p> <p>(d) Prior to the commencement of any activity under this Agreement, Supplier shall furnish to Lockheed Martin</p> <p>Certificates of insurance evidencing the existence of the above insurance with companies approved to do business</p> <p>in the state(s) where work will be performed and satisfactory to Lockheed Martin. All Certificates of Insurance shall provide that the Certificate Holder will be notified of any cancellation or material change in coverage 30 days prior to such cancellation or change in the policy(ies).</p> <p>The foregoing requirements as to the types and limits of insurance coverage to be maintained by Supplier are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this Agreement, or limit or alter other contract terms and conditions herein.</p>	
PTSE	PAYMENT OF LIENS	<p>Seller agrees to pay promptly, when due, all wages of laborers and employees as well as all bills for materials, equipment, and supplies used in the performance of this Purchase Order, together with all claims of any subcontractors. Seller further agrees to indemnify Buyer and hold it harmless from and against any and all liability for liens and claims related to</p>	

		<p>the performance of the work hereunder including, but not limited to, subcontractor's and materialman's liens, claims for labor, services, materials, equipment and supplies, and Seller agrees to immediately discharge and pay any and all such liens and claims upon notice thereof.</p>	
<p>252.211-7003</p>	<p>ITEM UNIQUE IDENTIFICATION AND VALUATION (Mar 2016)</p>	<p>(Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, requires the Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)</p> <p>(a) Definitions. As used in this clause-</p> <p>“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.</p> <p>“Concatenated unique item identifier” means--</p> <p>(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or</p> <p>(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the</p>	

		<p>issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.</p> <p>“Data Matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.</p> <p>“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.</p> <p>“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <a href="http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html">http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html</a>.</p> <p>“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the</p>	
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		<p>part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.</p> <p>“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.</p> <p>“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.</p> <p>“Government's unit acquisition cost” means--</p> <p>(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;</p> <p>(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and</p> <p>(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.</p> <p>“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <a href="http://www.aimglobal.org/?Reg_Authority15459">http://www.aimglobal.org/?Reg_Authority15459</a>.</p>	
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		<p>“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.</p> <p>“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.</p> <p>“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.</p> <p>“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.</p> <p>“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.</p> <p>“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.</p> <p>“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that</p>	
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		<p>item from any other like and unlike item and is never used again within the enterprise.</p> <p>“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.</p> <p>“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.</p> <p>“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.</p> <p>“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.</p> <p>“Unique item identifier” means a set</p>	
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		<p>of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.</p> <p>“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <a href="http://www.acq.osd.mil/dpap/pdi/uid/uui_types.html">http://www.acq.osd.mil/dpap/pdi/uid/uui_types.html</a>.</p> <p>(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.</p> <p>(c) Unique item identifier.</p> <p>(1) The Contractor shall provide a unique item identifier for the following:</p> <p>(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:</p> <p>None</p> <p>(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:</p> <p>None</p> <p>(If items are identified in the Schedule, insert “See Schedule” in this table.)</p> <p>(iii) Subassemblies, components, and parts embedded within delivered</p>	
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		<p>items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.</p> <p>None</p> <p>(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.</p> <p>None</p> <p>(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or</p> <p>(vi) of this clause for which the contractor creates and marks a unique item identifier for traceability.</p> <p>(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.</p> <p>(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.</p> <p>(4) Data syntax and semantics of unique item identifiers. The Contractor</p>	
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		<p>shall ensure that--</p> <p>(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:</p> <p>(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.</p> <p>(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.</p> <p>(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and</p> <p>(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information</p>	
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		<p>Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.</p> <p>(5) Unique item identifier.</p> <p>(i) The Contractor shall--</p> <p>(A) Determine whether to--</p> <p>(1) Serialize within the enterprise identifier;</p> <p>(2) Serialize within the part, lot, or batch number; or</p> <p>(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and</p> <p>(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;</p> <p>(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and</p> <p>(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine</p>	
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		<p>readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.</p> <p>(ii) The issuing agency code--</p> <p>(A) Shall not be placed on the item; and</p> <p>(B) Shall be derived from the data qualifier for the enterprise identifier.</p> <p>(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:</p> <p>(1) Unique item identifier.</p> <p>(2) Unique item identifier type.</p> <p>(3) Issuing agency code (if concatenated unique item identifier is used).</p> <p>(4) Enterprise identifier (if concatenated unique item identifier is used).</p> <p>(5) Original part number (if there is serialization within the original part number).</p>	
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		<p>(6) Lot or batch number (if there is serialization within the lot or batch number).</p> <p>(7) Current part number (optional and only if not the same as the original part number).</p> <p>(8) Current part number effective date (optional and only if current part number is used).</p> <p>(9) Serial number (if concatenated unique item identifier is used).</p> <p>(10) Government's unit acquisition cost.</p> <p>(11) Unit of measure.</p> <p>(12) Type designation of the item as specified in the contract schedule, if any.</p> <p>(13) Whether the item is an item of Special Tooling or Special Test Equipment.</p> <p>(14) Whether the item is covered by a warranty.</p> <p>(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:</p> <p>(1) Unique item identifier of the parent item under paragraph (c)(1) of this</p>	
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		<p>clause that contains the embedded subassembly, component, or part.</p> <p>(2) Unique item identifier of the embedded subassembly, component, or part.</p> <p>(3) Unique item identifier type.**</p> <p>(4) Issuing agency code (if concatenated unique item identifier is used).**</p> <p>(5) Enterprise identifier (if concatenated unique item identifier is used).**</p> <p>(6) Original part number (if there is serialization within the original part number).**</p> <p>(7) Lot or batch number (if there is serialization within the lot or batch number).**</p> <p>(8) Current part number (optional and only if not the same as the original part number).**</p> <p>(9) Current part number effective date (optional and only if current part number is used).**</p> <p>(10) Serial number (if concatenated unique item identifier is used).**</p> <p>(11) Description.</p> <p>** Once per item.</p> <p>(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:</p>	
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		<p>(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <a href="http://dodprocurementtoolbox.com/site/uidregistry/">http://dodprocurementtoolbox.com/site/uidregistry/</a>.</p> <p>(2) Embedded items shall be reported by one of the following methods--</p> <p>(i) Use of the embedded items capability in WAWF;</p> <p>(ii) Direct data submission to the IUID Registry following the procedures and formats at <a href="http://dodprocurementtoolbox.com/site/uidregistry/">http://dodprocurementtoolbox.com/site/uidregistry/</a>; or</p> <p>(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.</p> <p>(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.</p> <p>(End of clause)</p>	
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT (MAR 2000)	(Applies if included in the Prime Contract. Payment will not be withheld unless the Government enforces a withhold against LOCKHEED MARTIN,	

		<p>and such withhold is caused by SELLER. Note 2 applies; Note 4 applies to paragraph (b).)</p> <p>(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.</p> <p>(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.</p> <p>(End of clause)</p>	
52.249-9	Use and Charges (Apr 2012)	(Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through Lockheed Martin.)	

52.246-8	Inspection of Research and Development - Cost Reimbursement (May 2001)	(Applicable if Seller has a cost reimbursement purchase order/subcontract that is for research and development. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)	
52.246-9	Inspection of Research and Development - (Short Form) (Apr 1984)	(Applicable if Seller has a fixed price purchase order/subcontract that is for research and development. "Government" means "Lockheed Martin and the Government.")	
52.246-15	Certificate of Conformance (Apr 1984) (Applicable if Seller will be making direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)	(Applicable if Seller will be making direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)	
252.204-7000	Disclosure of Information (Oct 2016)	(Applicable for all purchase orders/subcontracts. In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")	
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls (Oct 2016)	(This clause is applicable to solicitations for purchase orders/subcontracts, including solicitations for commercial items.)	
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials--Basic (Sep 2014)	(Applicable for all purchase orders/subcontracts that require, may require, or permit a subcontractor access to a DoD installation. "Government" means "Lockheed Martin and Government.")	
252.239-7000	Protection Against Compromising Emanations (Oct 2019)	(Applicable if classified work is required. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the	

		Government" in paragraphs (c) and (d).)	
252.243-7002	Requests for Equitable Adjustment (Dec 2012)	(Applicable for all purchase orders/subcontracts over \$150,000. "Government" means "Lockheed Martin.")	
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	(Applies if this Contract exceeds 5,500,000. Contact the Lockheed Martin Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)	(Subparagraph (d)(2) does not apply. If SELLER meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SELLER shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.)	
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	(SELLER shall provide LOCKHEED MARTIN copies of any reports provided under this clause which relate to the performance of this Contract.)	
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)	(Applies if this Contract exceeds \$35,000. Copies of notices provided by SELLER to the Contracting Officer shall be provided to LOCKHEED MARTIN.)	
52.215-2	AUDIT AND RECORDS-NEGOTIATION (OCT 2010)	(Applies if this Contract exceeds \$150,000 and if: (1) this Contract exceeds the threshold for obtaining	

		certified cost or pricing data and is not otherwise exempt under FAR 15.403, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. SELLER only consents to audit rights by the Government of any and all data associated with the generation and/or justification of direct or indirect rates or other proprietary information. SELLER's accounting records may only be audited by the Government.	
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)	(Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "LOCKHEED MARTIN" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)	
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)	(Applies if this Contract exceeds \$150,000. Delete paragraph (b) of the clause.)	
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)	(Note 2 applies in paragraphs (a)(1) and (b))	
52.215-23	LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)	Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed \$2,000,000. Notes 4 and 6 apply.)	

52.216-8	FIXED FEE (JUN 2011)	(Applies only if this Contract includes a fixed fee. Notes 1 and 2 apply. Delete the last two sentences of the clause. Does not apply if this is a labor hour or time and materials contract.)	
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)	(Applies if this Contract exceeds \$700,000 except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph (c) only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)	
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	(Insert Zero in the blank. Notes 2 and 3 apply.)	
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018)	(Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.)	
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	(Applies if this Contract is for \$150,000 or more. Note 8 applies.)	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)	(Applies if this Contract exceeds \$15,000. Note 8 applies.)	
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	(Applies if this Contract is for \$150,000 or more. Note 8 applies.)	
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	(Applies if this Contract exceeds \$10,000. Note 8 applies.)	
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	(Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "LOCKHEED MARTIN.")	

52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	(Applies if this Contract exceeds \$3,500. Note 8 applies.)	
52.225-1	BUY AMERICAN ACT -- SUPPLIES (MAY 2014)	(Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)	
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)	(Applies only if the Prime Contract contains this clause.)	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)	(Applies if this Contract exceeds \$150,000. Notes 2 and 4 apply.)	
52.227-9	REFUND OF ROYALTIES (APR 1984)	(Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)	
52.227-11	PATENT RIGHTS- OWNERSHIP BY THE CONTRACTOR (MAY 2014)	(Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the LOCKHEED MARTIN Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)	
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	(Does not apply if DFARS 252.227-7013 applies)	

52.230-2	COST ACCOUNTING STANDARDS (OCT 2015)	(Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)	
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)	(Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or LOCKHEED MARTIN." Delete paragraph (b) of the clause.)	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	(Applies if SELLER is a small business concern. Note 1 applies. This clause does not apply if LOCKHEED MARTIN does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)	
52.242-15	STOP-WORK ORDER (AUG 1989)	(Notes 1 and 2 apply. Alternate I (APR 1984) applies if this is a cost-reimbursement contract.)	
52.245-1	GOVERNMENT PROPERTY (JAN 2017)	("Contracting Officer" means "LOCKHEED MARTIN" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes LOCKHEED MARTIN. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "LOCKHEED MARTIN" and except in paragraphs (d)(2) and (g) where the term includes LOCKHEED MARTIN. The following is added as paragraph (n) "SELLER shall provide to	

		LOCKHEED MARTIN immediate notice if the Government (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")	
52.248-1	VALUE ENGINEERING (OCT 2010)	(Applies if this Contract exceeds \$150,000. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "LOCKHEED MARTIN" in the phrase "Government costs.")	
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)	(Applies if this Contract exceeds \$150,000. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). LOCKHEED MARTIN's remedies under this clause are all available remedies at law or in equity. In paragraph (f), note 5 applies.)	
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)	(Applies when FAR 52.203-13 applies to this Contract.)	
252.203-7004	DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016)	(Applies in lieu of FAR 52.203-14.)	
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)	(Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish LOCKHEED MARTIN copies of notices provided to the Contracting Officer at the time such notices are sent. SELLER shall also	

		furnish LOCKHEED MARTIN copies of any reports SELLER receives from its lower tier subcontractors.)	
252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JAN 2018)	This clause applies in lieu of FAR 52.215-20. Contracting Officer means "LOCKHEED MARTIN" Paragraph (b)(ii)(E) is deleted.	
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2018)	(Applies if FAR 52.219-9 applies to this Contract.)	
252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)	(Applies only if the articles furnished under this Contract contain ammunition or explosives, including liquid and solid propellants. Notes 2, 3, and 5 apply to paragraphs (g)(1)(i) and (e)(1)(ii). Note 3 applies. Delete "prime" in (g)(1)(ii) and add "and LOCKHEED MARTIN Procurement Representative." Delete in (g)(1)(ii) "substituting its name for references to the Government.")	
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)	(Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)	
252.225-7009	RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)	(Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)	
252.225-7013	DUTY-FREE ENTRY (MAY 2016)	(Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52-225-8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact LOCKHEED MARTIN's Procurement Representative.)	

252.225-7021	TRADE AGREEMENTS (DEC 2017)	(Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)	
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES (APR 2003)	(Applies if this Contract is with a United Kingdom firm. Note 2 applies. Note 1 applies to the second sentence of paragraph (a).)	
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)	(Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears.) In subparagraph (f)(1) "Contractor" shall mean "LOCKHEED MARTIN." LOCKHEED MARTIN shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to LOCKHEED MARTIN.)	
252.227-7013	RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)	(Applies in lieu of FAR 52.227-14.)	
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)	(Applies in lieu of FAR 52.227-14.)	
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)	(For paragraph (c)(1), note 3 applies.)	
252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)	(The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)	

252.227-7038	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)	(Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)	
252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)	(In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.)	
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016)	(Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)	
252.246-7008	SOURCES OF ELECTRONIC PARTS (JUL 2018)	(Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.	
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)	(Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)	
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2015)	(Applies if this Contract exceeds \$700,000. Note 2 applies. Delete paragraph (d) (1) and the first five words of paragraph (d) (2).)	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Applicable to solicitations and contracts exceeding \$150,000) (a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).	

		<p>The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).</p> <p>(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.</p> <p>(c) Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.</p> <p>(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to LOCKHEED MARTIN OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.</p> <p>(e) Penalty. Submission of this certification and disclosure is a</p>	
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		<p>prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.</p>	
<p>52.209-5</p>	<p>Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters</p>	<p>(a)(1) SELLER certifies, to the best of its knowledge and belief, that--</p> <p>(i) SELLER and/or any of its Principals--</p> <p>(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</p> <p>(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;</p> <p>(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and</p> <p>(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.</p>	

		<p>(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.</p> <p>(1) Federal taxes are considered delinquent if both of the following criteria apply:</p> <p>(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.</p> <p>(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.</p> <p>(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.</p> <p>(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further</p>	
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		<p>appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.</p> <p>(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.</p> <p>(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).</p> <p>(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).</p> <p>(b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> <p>(c) The certification in paragraph (a) of this provision is a material representation of fact upon which</p>	
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		reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, LOCKHEED MARTIN may terminate this contract for default.	
52.222-22	Previous Contracts and Compliance Reports	<p>(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.</p> <p>(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.</p>	
52.222-25	Affirmative Action Compliance	<p>(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.</p> <p>(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.</p>	

## LM GTA

CLAUSE_NUMBER	CLAUSE_TITLE	EFFECTIVE_DATE	CLAUSE_TEXT
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	Jan-17	
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	Jan-11	
52.211-5	MATERIAL REQUIREMENTS	Aug-00	<p>(a) Definitions.</p> <p>As used in this clause-</p> <p>New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.</p> <p>Reconditioned means restored to the original normal operating condition by readjustments and material replacement.</p> <p>Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.</p> <p>Remanufactured means factory rebuilt to original specifications.</p>

			<p>Virgin material means-</p> <p>(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or</p> <p>(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.</p> <p>(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.</p> <p>(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.</p> <p>(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.</p> <p>(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.</p>
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	Aug-11	<p>(a) If any price, including profit or fee, negotiated in connection with this contract, or any CR under this contract, was increased by any significant amount because—</p> <p>(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;</p> <p>(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the</p>

			<p>Contractor's Certificate of Current Cost or Pricing Data; or</p> <p>(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.</p> <p>(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.</p> <p>(c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:</p> <p>(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.</p> <p>(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.</p> <p>(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of</p>
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			<p>each item procured under the contract.</p> <p>(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.</p> <p>(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if-</p> <p>(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and</p> <p>(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.</p> <p>(ii) An offset shall not be allowed if—</p> <p>(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or</p> <p>(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.</p> <p>(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the</p>
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			<p>United States at the time such overpayment is repaid-</p> <p>(1) Interest compounded daily, as required by 26 U.S.C.6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C.6621(a)(2); and</p> <p>(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.</p>
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	Oct-10	
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	Jul-05	
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	Oct-97	
52.216-7	ALLOWABLE COST AND PAYMENT	Aug-18	<p>(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the</p>

		<p>terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.</p> <p>(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.</p> <p>(3) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.</p> <p>(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—</p> <p>(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;</p> <p>(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-</p>
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			<p>(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—</p> <p>(1) In accordance with the terms and conditions of a subcontract or invoice; and</p> <p>(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;</p> <p>(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;</p> <p>(C) Direct labor;</p> <p>(D) Direct travel;</p> <p>(E) Other direct in-house costs; and</p> <p>(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and</p> <p>(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.</p> <p>(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-</p> <p>(i) The Contractor’s practice is to make contributions to the retirement fund quarterly or more frequently; and</p> <p>(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any</p>
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			<p>contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).</p> <p>(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.</p> <p>(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.</p> <p>(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.</p> <p>(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.</p> <p>(2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.</p> <p>(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as</p>
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			<p>practical after receipt of the Contractor's proposal.</p> <p>(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:</p> <p>(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.</p> <p>(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).</p> <p>(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.</p> <p>(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.</p> <p>(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.</p> <p>(F) Facilities capital cost of money factors computation.</p> <p>(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.</p> <p>(H) Schedule of direct costs by contract and subcontract and indirect expense</p>
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			<p>applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.</p> <p>(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.</p> <p>(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).</p> <p>(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.</p> <p>(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.</p> <p>(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.</p> <p>(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).</p> <p>(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).</p>
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			<p>(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:</p> <p>(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.</p> <p>(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <a href="https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf">https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf</a> and <a href="https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf">https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf</a>.</p> <p>(C) Identification of prime contracts under which the contractor performs as a subcontractor.</p> <p>(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).</p> <p>(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).</p> <p>(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).</p> <p>(G) Management letter from outside CPAs concerning any internal control weaknesses.</p>
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			<p>(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.</p> <p>(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.</p> <p>(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.</p> <p>(K) Federal and State income tax returns.</p> <p>(L) Securities and Exchange Commission 10-K annual report.</p> <p>(M) Minutes from board of directors meetings.</p> <p>(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.</p> <p>(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.</p> <p>(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.</p>
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			<p>(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.</p> <p>(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.</p> <p>(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.</p> <p>(6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-</p> <p>(A) Determine the amounts due to the Contractor under the contract; and</p>
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			<p>(B) Record this determination in a unilateral modification to the contract.</p> <p>(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.</p> <p>(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-</p> <p>(1) Shall be the anticipated final rates; and</p> <p>(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.</p> <p>(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.</p> <p>(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-</p> <p>(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or</p> <p>(2) Adjusted for prior overpayments or underpayments.</p> <p>(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's</p>
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		<p>compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.</p> <p>(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-</p> <p>(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and</p> <p>(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-</p> <p>(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;</p> <p>(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to</p>
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			<p>the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and</p> <p>(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.</p>
52.216-10	INCENTIVE FEE	Jun-11	<p>(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.</p> <p>(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.</p> <p>(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.</p> <p>(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.</p> <p>(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an</p>

			<p>appropriate higher fee.</p> <p>(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.</p> <p>(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.</p> <p>(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by _____ [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by _____ [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than _____ [Contracting Officer insert percentage] percent or less than _____ [Contracting Officer insert</p>
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		<p>percentage] percent of the target cost.</p> <p>(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-</p> <p>(i) Payments made under assignments; or</p> <p>(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.</p> <p>(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.</p> <p>(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-</p> <p>(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;</p> <p>(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;</p> <p>(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the</p>
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			<p>Notice and Assistance Regarding Patent and Copyright Infringement clause;</p> <p>(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;</p> <p>(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or</p> <p>(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.</p> <p>(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.</p> <p>(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.</p> <p>(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.</p>
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Apr-15	<p>(a) Definitions. As used in this clause</p> <p>Gender identity has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at</p>

			<p><a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p> <p>Segregated facilities, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.</p> <p>Sexual orientation has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p> <p>(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.</p> <p>(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p>
52.222-26	EQUAL OPPORTUNITY	Sep-16	<p>(a) Definition. As used in this clause.</p> <p>Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment,</p>

			<p>including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.</p> <p>Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.</p> <p>Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-</p> <p>(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or</p> <p>(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.</p> <p>Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p>
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			<p>Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at <a href="http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html">http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html</a>.</p> <p>United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.</p> <p>(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.</p> <p>(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).</p> <p>(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.</p> <p>(2) The Contractor shall take affirmative action to ensure that applicants are employed,</p>
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			<p>and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-</p> <ul style="list-style-type: none"><li>(i) Employment;</li><li>(ii) Upgrading;</li><li>(iii) Demotion;</li><li>(iv) Transfer;</li><li>(v) Recruitment or recruitment advertising;</li><li>(vi) Layoff or termination;</li><li>(vii) Rates of pay or other forms of compensation; and</li><li>(viii) Selection for training, including apprenticeship.</li></ul> <p>(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.</p> <p>(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the</p>
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			<p>employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-</p> <p>(A) Incorporation into existing employee manuals or handbooks; and</p> <p>(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.</p> <p>(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of</p>
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			<p>Labor.</p> <p>(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.</p> <p>(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.</p> <p>(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and</p>
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			<p>orders of the Secretary of Labor; or as otherwise provided by law.</p> <p>(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.</p> <p>(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.</p> <p>(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.</p>
52.222-41	SERVICE CONTRACT ACT OF 1965	Aug-18	<p>(a) Definitions. As used in this clause—</p> <p>Contractor, when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."</p> <p>Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.</p>

			<p>(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.</p> <p>(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.</p> <p>(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).</p> <p>(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification</p>
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			<p>and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.</p> <p>(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.</p> <p>(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.</p> <p>(B) In the case of a contract</p>
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		<p>modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.</p> <p>(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.</p> <p>(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this</p>
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			<p>contract.</p> <p>(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.</p> <p>(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.</p> <p>(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.</p> <p>(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.</p> <p>(f) Successor contracts. If this contract</p>
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			<p>succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1 b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service</p>
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			<p>employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.</p> <p>(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the work site. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.</p> <p>(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.</p>
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			<p>(i) Records. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:</p> <p>(i) For each employee subject to the Service Contract Labor Standards statute-</p> <p>(A) Name and address and social security number;</p> <p>(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;</p> <p>(C) Daily and weekly hours worked by each employee; and</p> <p>(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.</p> <p>(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.</p> <p>(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.</p> <p>(2) The Contractor shall also make available a copy of this contract for inspection or</p>
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			<p>transcription by authorized representatives of the Wage and Hour Division.</p> <p>(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.</p> <p>(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the work site during normal working hours.</p> <p>(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.</p> <p>(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute</p>
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		<p>all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.</p> <p>(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.</p> <p>(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.</p>
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(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of

			<p>the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:</p> <p>(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).</p> <p>(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).</p> <p>(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.</p>
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			<p>(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.</p> <p>(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-</p> <p>(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;</p>
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			<p>(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);</p> <p>(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and</p> <p>(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).</p> <p>(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.</p>
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	Feb-21	<p>(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No.313 (including revisions adopted during the term of the contract).</p> <p>(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.</p>

			<p>Material (If none, insert None) Identification No.</p> <p>_____</p> <p>_____</p> <p>(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.</p> <p>(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.</p> <p>(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.</p> <p>(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.</p> <p>(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the</p>
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			<p>obtaining of licenses and permits) in connection with hazardous material.</p> <p>(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:</p> <p>(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-</p> <p>(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;</p> <p>(ii) Obtain medical treatment for those affected by the material; and</p> <p>(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.</p> <p>(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.</p> <p>(3) The Government is not precluded from using similar or identical data acquired from other sources.</p>
52.223-7	NOTICE OF RADIOACTIVE MATERIALS	Jan-97	<p>(a) The Contractor shall notify the Contracting Officer or designee, in writing, _____*days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific</p>

		<p>activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No.9000-0107).</p> <p>* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).</p> <p>(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-</p> <ul style="list-style-type: none"><li>(1) Be submitted in writing;</li><li>(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and</li><li>(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.</li></ul> <p>(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are</p>
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			<p>delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.</p> <p>(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.</p>
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	Jun-16	
52.224-3	PRIVACY TRAINING	Jan-17	<p>(a) Definition. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).</p> <p>(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-</p> <p>(1) Have access to a system of records;</p> <p>(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or</p> <p>(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).</p>

			<p>(c) (1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-</p> <ul style="list-style-type: none"><li>(i) The provisions of the Privacy Act of 1974 ( 5 U.S.C. 552a), including penalties for violations of the Act;</li><li>(ii) The appropriate handling and safeguarding of personally identifiable information;</li><li>(iii) The authorized and official use of a system of records or any other personally identifiable information;</li><li>(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;</li><li>(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and</li><li>(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).</li></ul> <p>(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.</p>
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			<p>(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.</p> <p>(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.</p> <p>(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-</p> <p>(1) Have access to a system of records;</p> <p>(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or</p> <p>(3) Design, develop, maintain, or operate a system of records.</p>
52.227-10	FILING OF PATENT APPLICATIONS- CLASSIFIED SUBJECT MATTER	Dec-07	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	Jan-97	<p>(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.</p> <p>(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required</p>

			<p>insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-</p> <p>(1) For such period as the laws of the State in which this contract is to be performed prescribe; or</p> <p>(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.</p> <p>(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.</p>
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	Jun-20	
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Jun-10	
52.232-20	LIMITATION OF COST	Apr-84	(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated

			<p>cost specified in the Schedule or, (2)if this is a cost-sharing contract, the Government’s share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government’s and the Contractor’s share of the cost.</p> <p>(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-</p> <p>(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or</p> <p>(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.</p> <p>(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.</p> <p>(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-</p> <p>(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii)if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and</p> <p>(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause</p>
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			<p>of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.</p> <p>(e) No notice, communication, or representation in any form other than that specified in paragraph (d)(2) of this clause, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.</p> <p>(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.</p> <p>(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.</p> <p>(h) If this contract is terminated or the estimated cost is not increased, the Government</p>
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			and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
52.232-22	LIMITATION OF FUNDS	Apr-84	<p>(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.</p> <p>(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.</p> <p>(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted</p>

			<p>to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.</p> <p>(d) Sixtydays before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.</p> <p>(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.</p> <p>(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-</p> <p>(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and</p> <p>(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of-</p>
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			<p>(i) The amount then allotted to the contract by the Government or;</p> <p>(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.</p> <p>(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.</p> <p>(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.</p> <p>(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of-</p> <p>(1) The amount previously allotted by the Government or;</p>
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			<p>(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.</p> <p>(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.</p> <p>(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.</p> <p>(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.</p>
52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III	Sep-16	<p>(a) Definitions. "Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act ( 50 U.S.C. App.2091-2093).</p> <p>Title III project contractor means a contractor that has received assistance for the development or manufacture of an industrial resource under Title III of Defense Production Act ( 50 U.S.C. App.2091-2093).</p>

			<p>(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.</p> <p>(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.</p> <p>(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.</p> <p>(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.</p>
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	Apr-84	The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
52.242-13	BANKRUPTCY	Jul-95	In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the

			<p>contract. This notification shall be furnished within fivedays of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.</p>
52.243-2	CHANGES - COST REIMBURSEMENT	Aug-87	<p>(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.</li> <li>(2) Method of shipment or packing.</li> <li>(3) Place of delivery.</li> </ul> <p>(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the-</p> <ul style="list-style-type: none"> <li>(1) Estimated cost, delivery or completion schedule, or both;</li> <li>(2) Amount of any fixed fee; and</li> <li>(3) Other affected terms and shall modify the contract accordingly.</li> </ul> <p>(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.</p> <p>(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However,</p>

			<p>nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.</p> <p>(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) of this clause, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.</p>
52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	Sep-00	<p>(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(1) Description of services to be performed.</li> <li>(2) Time of performance (i.e., hours of the day, days of the week, etc.).</li> <li>(3) Place of performance of the services.</li> <li>(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.</li> <li>(5) Method of shipment or packing of supplies.</li> <li>(6) Place of delivery.</li> <li>(7) Amount of Government-furnished property.</li> </ul> <p>(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the</p>

			<p>contract accordingly:</p> <ul style="list-style-type: none"> <li>(1) Ceiling price.</li> <li>(2) Hourly rates.</li> <li>(3) Delivery schedule.</li> <li>(4) Other affected terms.</li> </ul> <p>(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.</p> <p>(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.</p>
52.243-6	CHANGE ORDER ACCOUNTING	Apr-84	<p>The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.</p>
52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	May-01	<p>(a) Definitions. As used in this clause-</p> <p>Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-</p> <ul style="list-style-type: none"> <li>(1) All or substantially all of the Contractor's business;</li> <li>(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>(3) A separate and complete major</li> </ul>

			<p>industrial operation connected with performing this contract.</p> <p>Supplies includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.</p> <p>(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.</p> <p>(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.</p> <p>(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.</p> <p>(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.</p> <p>(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery.</p>
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			<p>Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) of this clause, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.</p> <p>(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may-</p> <ul style="list-style-type: none"><li>(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;</li><li>(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or</li><li>(iii) Terminate the contract for default.</li></ul> <p>(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.</p> <p>(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to-</p> <ul style="list-style-type: none"><li>(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or</li><li>(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.</li></ul>
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			<p>(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.</p> <p>(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.</p> <p>(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.</p>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	Apr-84	<p>(a) Definition."Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.</p> <p>(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.</p> <p>(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.</p> <p>(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may-</p> <p>(1) Require the Contractor to take</p>

			<p>necessary action to ensure that future performance conforms to contract requirements; and</p> <p>(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.</p> <p>(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may-</p> <p>(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or</p> <p>(2) Terminate the contract for default.</p>
52.246-6	INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR	May-01	<p>(a) Definitions. As used in this clause-</p> <p>Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-</p> <p>(1) All or substantially all of the Contractor's business;</p> <p>(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or</p> <p>(3) A separate and complete major industrial operation connected with the performance of this contract.</p> <p>Materials includes data when the contract does not include the Warranty of Data clause.</p> <p>(b) The Contractor shall provide and maintain an inspection system acceptable to the</p>

		<p>Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.</p> <p>(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.</p> <p>(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.</p> <p>(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.</p> <p>(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction</p>
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			<p>shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.</p> <p>(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-</p> <p>(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or</p> <p>(ii) Terminate this contract for default.</p> <p>(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.</p> <p>(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-</p> <p>(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or</p> <p>(2) The conduct of one or more of the</p>
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			<p>Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.</p> <p>(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.</p> <p>(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.</p> <p>(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.</p>
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	Jun-03	
52.249-14	EXCUSABLE DELAYS	Apr-84	<p>(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger</p>

			<p>performance.</p> <p>(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default,- unless-</p> <p>(1) The subcontracted supplies or services were obtainable from other sources;</p> <p>(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and</p> <p>(3) The Contractor failed to comply reasonably with this order.</p> <p>(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.</p>
252.204-7009	LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	Oct-16	
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF	May-16	

	INFORMATION FOR LITIGATION SUPPORT		
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	Jan-21	
252.222-7006	RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	Dec-10	
252.223-7001	HAZARD WARNING LABELS	Dec-91	
252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	Dec-91	<p>(a) The Offeror shall identify, in the “Place of Performance” provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.</p> <p>(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.</p> <p>(c) If a contract results from this offer, the</p>

			Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.
252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	Sep-99	
252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	Jun-13	<p>(a) Definitions. As used in this clause—</p> <p>“Homogeneous material” means a material that cannot be mechanically disjointed into different materials and is of uniform composition throughout.</p> <p>(1) Examples of homogeneous materials include individual types of plastics, ceramics, glass, metals, alloys, paper, board, resins, and surface coatings.</p> <p>(2) Homogeneous material does not include conversion coatings that chemically modify the substrate.</p> <p>“Mechanically disjointed” means that the materials can, in principle, be separated by mechanical actions such as unscrewing, cutting, crushing, grinding, and abrasive processes.</p> <p>(b) Prohibition.</p> <p>(1) Unless otherwise specified by the Contracting Officer, the Contractor shall not provide any deliverable or construction material under this contract that—</p> <p>(i) Contains hexavalent chromium in a concentration greater than 0.1 percent by weight in any homogenous material; or</p>

			<p>(ii) Requires the removal or reapplication of hexavalent chromium materials during subsequent sustainment phases of the deliverable or construction material.</p> <p>(2) This prohibition does not apply to hexavalent chromium produced as a by-product of manufacturing processes.</p> <p>(c) If authorization for incorporation of hexavalent chromium in a deliverable or construction material is required, the Contractor shall submit a request to the Contracting Officer.</p> <p>(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for commercial items, that are for supplies, maintenance and repair services, or construction materials.</p>
252.225-7007	PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES	Dec-18	
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	Jun-11	<p>(a) Definitions. As used in this clause—</p> <p>(1) “Bearing components” means the bearing element, retainer, inner race, or outer race.</p> <p>(2) “Component,” other than a bearing component, means any item supplied to the Government as part of an end product or of another component.</p> <p>(3) “End product” means supplies delivered under a line item of this contract.</p> <p>(b) Except as provided in paragraph (c) of this</p>

			<p>clause—</p> <p>(1) Each ball and roller bearing delivered under this contract shall be manufactured in the United States, its outlying areas, or Canada; and</p> <p>(2) For each ball or roller bearing, the cost of the bearing components manufactured in the United States, its outlying areas, or Canada shall exceed 50 percent of the total cost of the bearing components of that ball or roller bearing.</p> <p>(c) The restriction in paragraph (b) of this clause does not apply to ball or roller bearings that are acquired as—</p> <p>(1) Commercial components of a noncommercial end product; or</p> <p>(2) Commercial or noncommercial components of a commercial component of a noncommercial end product.</p> <p>(d) The restriction in paragraph (b) of this clause may be waived upon request from the Contractor in accordance with subsection 225.7009-4 of the Defense Federal Acquisition Regulation Supplement.</p> <p>(e) If this contract includes DFARS clause 252.225-7009 , Restriction on Acquisition of Certain Articles Containing Specialty Metals, all bearings that contain specialty metals, as defined in that clause, must meet the requirements of that clause.</p> <p>(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts, except those for—</p> <p>(1) Commercial items; or</p> <p>(2) Items that do not contain ball or roller bearings.</p>
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252.225-7043	ANTI-TERRORISM/ FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	Jun-15	
252.225-7048	EXPORT- CONTROLLED ITEMS	Jun-13	
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	Jan-11	
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE	Sep-16	

252.227-7030	TECHNICAL DATA - WITHHOLDING OF PAYMENT	Mar-00	<p>(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013 (e)(2) or 252.227-7018 (e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.</p> <p>(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.</p>
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	Dec-91	
252.235-7003	FREQUENCY AUTHORIZATION - BASIC	Mar-14	<p>(a) The Contractor shall obtain authorization for radio frequencies required in support of this contract.</p> <p>(b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the Contractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the Contracting Officer during the initial planning, experimental, or developmental phase of contract performance.</p>

			<p>(c) The Contracting Officer shall furnish the procedures for obtaining radio frequency authorization.</p> <p>(d) The Contractor shall include this clause, including this paragraph (d), in all subcontracts requiring the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.</p>
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	Jun-13	