For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. The following FAR, DFARS, and NAVAIR clauses are added:

   DFARS252.203-7000 Requirements Relating to Compensation of Former DoD Official (SEP 2011)  
   Needed Mod: N/A

   DFARS252.209-7010 Critical Safety Items (AUG 2011)  
   Needed Mod: N/A

   DFARS252.211-7007 Reporting of Government-Furnished Property (AUG 2012)  
   Needed Mod: Applies if Seller will be in possession of Government property for the performance of this contract.

   DFARS252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)  
   Needed Mod: None
DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materiel (APR 2012)
Needed Mod: "Government" means "Lockheed Martin and Government."

DFARS 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)
Needed Mod: Applies if Seller is furnishing any of the items covered by this clause.

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
Needed Mod: The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.

DFARS 252.225-7036 Buy American-Free Trade Agreements--Balance of Payments Program (DEC 2012)
Needed Mod: None

DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces (FEB 2013)
Needed Mod: Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.

DFARS 252.225-7993 (DEVIATION) Prohibition on Contracting with the Enemy (JAN 2012)
Needed Mod: The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--"

DFARS 252.225-7994 (DEVIATION) Additional Access to Contractor and Subcontractor (JAN 2012)
Needed Mod: None

DFARS 252.225-7997 (DEVIATION 2010-O0014) Additional Requirements and Responsible (AUG 2010)
Needed Mod: None

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)
Needed Mod: "Government" means "Lockheed Martin."

DFARS 252.244-7000 Subcontracts for Commercial Items (JUN 2013)
Needed Mod: None
DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)  
Needed Mod: N/A

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008)  
Needed Mod: Applies if this contract requires delivery of Items directly to the Government.

DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment (JUN 2013)  
Needed Mod: Communication with the Contracting Officer shall be made through Lockheed Martin.

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)  
Needed Mod: None

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract (JUL 2013)  
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 Central Contractor Registration (CCR) database. All information posted will be available to the general public.

FAR 52.225-26 Contractors Performing Private Security Functions Outside the US (JUL 2013)  
Needed Mod: None

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984)  
Needed Mod: Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.

FAR 52.232-17 Interest (OCT 2010)  
Needed Mod: "Government" means "Lockheed Martin."

FAR 52.232-7 Payments Under Time-and-Materials and Labor-Hour Contracts (AUG 2012)  
"Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.

FAR 52.243-2 ALT I Alternate I - Changes-Cost-Reimbursement (APR 1984)
Needed Mod: "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.

FAR 52.245-9 Use and Charges (APR 2012)
Needed Mod: Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.246-23 Limitation of Liability (FEB 1997)
Needed Mod: In paragraph (a) the phrase "supplies delivered under this contract" means "supplies delivered under the prime contract"

FAR 52.246-25 Limitation of Liability Services (FEB 1997)
Needed Mod: In paragraph (a) the phrase "services delivered under this contract" means "services delivered under the prime contract"

NAVAIR 5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)
Needed Mod: N/A

NAVAIR 5252.225-9510 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)
Needed Mod: N/A

NAVAIR 5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (FEB 2013)
Needed Mod: None

NAVAIR 5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)
Needed Mod: Reports required by the clause shall be provided by Seller to Lockheed Martin 30 days prior to the dates specified in the clause.

NAVAIR 5252.225-9521 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY (DEC 2011)
Needed Mod: Applies if Seller may employ locally hired employees working on bases supporting U.S. Forces with performance in Iraq. "Contracting Officer" as used in the clause includes Lockheed Martin.

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)
Needed Mod: The term "prime contractor" means "Seller."
In addition to other insurance requirements included in this Contract, the following types of
insurance are required in accordance with the clause entitled, FAR 52.228-5, “Insurance--Work on a Government Installation” and shall be maintained at all
times during the period of the contract, as specified in accordance with the
accompanying contract terms and conditions as follows:

(a) Comprehensive (Commercial) General Liability: $1,000,000 minimum coverage per person
and per accident for bodily injury and property damage shall be maintained by
the Seller.

(b) Automobile Insurance: The $1,000,000 minimum coverage per person and per accident for
bodily injury, and per accident for property damage, shall be maintained by the
Seller.

(c) Standard Workers’ Compensation, (statutory limits) and Employer’s Liability Insurance
$1,000,000 minimum coverage (or, where maritime employment is involved,
Longshoremen’s and Harbor Worker’s Compensation Insurance) shall be
maintained by the Seller.

(d) Aircraft public and passenger Minimum Coverages: $1,000,000 per person and $1,000,000
per occurrence for bodily injury, other than passenger liability, and $1,000,000
per occurrence for property damage, shall be maintained by the Seller. Passenger
bodily injury limits of $500,000 per passenger, multiplied by the number of seats
or number of passengers, whichever is greater. This item (d) applies only to
those Seller’s involved in the operation of an aircraft.

(End of clause)
2. The following Special Contract Requirements (NAVAIR H clauses) are added:

5252.225-9524 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (CENTCOM Contracting Command (C3) 952.225-0011)(MAY 2012)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

[X] APO/FPO/MPO/DPO/Postal Services** [X] DFACs [X] Mil Issue Equip
[X] Billeting [ ] Fuel Authorized [X] MWR
[X] CAAF* [X] Govt Furnished Meals [X] Resuscitative Care
[X] Controlled Access Card (CAC) [ ] Military Banking [X] Transportation
[X] Badge [X] Military Clothing [ ] All
[X] Commissary [X] Military Exchange [ ] None
[ ] Dependents Authorized [ ] Embassy Air*** [ ] Embassy Clinic Iraq***
[ ] Embassy Housing, Meals**** [ ] Embassy Clinic - Afghanistan****
[ ] Embassy Air****

*CAAF means Contractors Authorized to Accompany Forces.
**Mail to Iraq limited to 2lbs
***Applies to Iraq only
****Applies to US Embassy Life Support in Afghanistan only
SPECIAL NOTE- Iraq Security: The Office of Security Cooperation-Iraq (OSC-I) will provide security support to contractor personnel commensurate with the level of security provide to DoD civilians working in Iraq. Security support will include static and mobile security support. Static security is provide at all OSC-I sites to include living and dining facilities, base perimeter and gates. Mobile security support includes Security Escort Teams (SETs) which provide the necessary security while personnel are transiting to their work site and while at the work location. SPECIAL NOTE - US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

5252.225-9525 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (CENTCOM Contracting Command (C3) 952.225-0016)(AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor’s responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers comply with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor’s exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;
(ii) the number of days for the LOA (no more than 30 calendar days); and
(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional...
compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee’s LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee’s badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor’s possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clause 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a “relief of responsibility” from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.
(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor’s company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA’s.

(b) CENTCOM- Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.


(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel; it is the expectation of the USG that any contractor brought into Afghanistan for the sole purpose of Performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and
evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badge, and contact information for known friends and associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952-225-0016 (NAV Air Force Clause 5252.225-9525) entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

5252.225-9530 VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (CENTCOM Contracting Command (C3) 952.225-0022)(APR 2012)

(a) Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor’s at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at $50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

(b) This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVs), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship’s cargo capacity, or a shipping terminal’s cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.
(c) This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

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3. Summary of Changes:

None – Original Version