

Supplemental Terms and Conditions for Subcontracts Placed under Prime Contract N00019-04-D-0001 for KC-130J Logistics Support

The following clauses apply in addition to the other terms and conditions (CORPDOC terms of Appendix 4) identified as applying to this contract.

Article S1 – Requirement for Local Security System

(a) This clause applies only if Seller will be performing work on a Navy installation.

(b) Seller agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the on-base work site. Entrance is authorized by this contract as a result of tasks associated with performance of this contract only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided by buyer or the Government. Thereafter, reports will be provided with gains/losses (identification of new and replaced or added individuals) as they occur, and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to PMA 207. All losses are to have the permanent badges returned to PMA 207 on the last day of the individual's task requirement.

Article S2 - Dissemination of Export Controlled Technical Data

(a) Export of information contained herein, which includes release to foreign national within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to: Imprisonment and/or imposition of criminal fines; and Suspension or debarment from future Government contracting actions.

(c) The contractor shall include the provisions or paragraphs (a) and (b) above in any subcontracts awarded under this contract.

Article S3 - Liability Insurance (NAVAIR 5252.228-9501)

This clause is inapplicable to subcontracts for commercial items.

The following types of insurance are required in accordance with the clause entitled, "Insurance - Work on a Government Installation", and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$500,000.00 per occurrence.

(b) Automobile Insurance: \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury; and \$20,000.00 per occurrence for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other than passenger liability; \$200,000.00 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000.00 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

Article S4 - Additional Regulatory Provisions

In addition to the other provisions of the Federal Acquisition Regulation and Defense FAR Supplement, the following provisions are added to this contract:

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997)

"Contracting Officer" means "Lockheed Martin."

FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997)

"Contracting Officer" means "Lockheed Martin."

FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997)

Applies if this contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government." The reference to the U.S. Government contract in the legend in paragraph (e) shall be the prime contract referred to on the face of the contract.

DFARS 252.204-7000, Disclosure of Information (Dec 1991)

In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days."

DFAR 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003)

DFARS 252.225-7013 Duty-Free Entry (Apr 2003)

n paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." 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

DFARS 52.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property (Dec 1991)

Applicable if Seller will possess any of the property covered by this clause.