LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

N00019-20-C-0032 (formally N00019-18-R-0047)

FY 19-21 Site Activation & Hardware

Generated using Lockheed Martin CorpDocs 2018 Version

Revision 3 – January 18, 2022

Revision 4: August 22, 2023

Revision 5: December 14, 2023

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.222-41 Service Contract Labor Standards (AUG 2018)

FAR 52.225-5 Trade Agreements (OCT 2019)

FAR 52.243-6 Change Order Accounting (APR 1984)

DFARS 252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013)

DFARS 252.225-7021 Trade Agreements (DEC 2017)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) (Applies if this Contract is for operationally critical support or for which subcontract 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.)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by SELLER under this clause will be provided to Lockheed Martin.)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) (Applies if this Contract is funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (NOV 2011) (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and SELLER employees will perform acquisition functions closely associated with inherently governmental functions.) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to LOCKHEED MARTIN)

FAR 52.227-3 PATENT INDEMNITY (APR 1984)

FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (Applies if SELLER will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) (Applies to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) (Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with any government.)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Applies if this Contract will involve the use of government property.) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT I INSPECTION OF SUPPLIES FIXED PRICE - ALTERNATE I (JUL 1985) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020) (Applies if this Contract is for the items listed in paragraph (g) of the clause.) (Copies of reports provided under this clause shall be provided to Lockheed Martin as well as the Contracting Officer. SELLER shall notify Lockheed Martin when it issues a GIDEP report pursuant to this clause.)

DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) (Applies if this Contract requires physical routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING. (SEP 2021) (DEVIATION 2021-N0002)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (Applies if SELLER shall deliver critical safety items during the performance of this Contract.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018) (Applies if SELLER will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if SELLER will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies if SELLER will be in possession of Government property for the performance of the Contract.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014) (Applies if SELLER is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014) (Applies if SELLER is required or may be required to treat or dispose of non-DoD owned toxic or hazardous materials as defined in the clause.) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTISDE THE UNITED STATES (AUG 2015) (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 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relatig to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

DFARS 252.229-7003 TAX EXEMPTIONS – ITALY (MAR 2012) (Applies where work will be performed in Italy.)

DFARS 252.229-7006 (DEC-11) VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (Applies if SELLER is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0015) (SEP 2015) (Applies for cost or incentive type contracts valued at $100,000,000 or more) (“Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.

DFARS 252.234-7004 ALT I COST AND SOFTWARE DATA REPORTING SYSTEM - ALTERNATE I (NOV 2014) (Applies if contract is equal to or greater than $20 million, but less than or equal to $50 million.) (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (Applies if SELLER personnel is required to interact with detainees in the course of their duties during the performance of this Contract.)

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019) (Applies if SELLER shall perform classified work.) (“Contracting Officer” means “Lockheed Martin.” “Government” means “Lockheed Martin and Government” in paragraphs (c) and (d).)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies if SELLER personnel shall access DoD information systems during the performance of this Contract.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Applies to contracts exceeding $150,000.) "Government" means "Lockheed Martin.” Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies if items furnished by SELLER will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)
(Applies to subcontracts where government property is located at supplier facilities.) ("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
(Applies if this Contract requires delivery of items directly to the Government.)

NAVAIR 5252.204-9501 (MAR-07) NATIONAL STOCK NUMBERS
(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.
(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.
(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".
(As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

NAVAIR 5252.227-9511 (FEB-09) DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION
(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.
(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.
(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.
(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.
(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled, [insert "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons""] and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: $[$200,000] per person and $[$500,000] per accident for bodily injury.

(b) Automobile Insurance: $[$200,000] per person and $[$500,000] per accident for bodily injury and $[$500,000] per accident for property damage.

(c) Standard 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] per person and $[$500,000] per occurrence for bodily injury, other than passenger liability; $[$200,000] per occurrence for property damage. Passenger bodily injury liability limits of $[insert $200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

NAVAIR 5252.232-9509 ALT I (OCT-13) ALTERNATE I – TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (6) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(7) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

NAVAIR 5252.247-9507 (OCT-05) PACKAGING AND MARKING OF REPORTS

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the

National Industry Security Program Operating Manual, DoD 5220.22-M.
(b) The contractor shall prominently display on the cover of each report the following information:
(1) Name and business address of contractor.
(2) Contract Number/Delivery/Task order number.
(3) Contract/Delivery/Task order dollar amount.
(4) Whether the contract was competitively or non-competitively awarded.
(5) Name of sponsoring individual.
(6) Name and address of requiring activity.

NAVAIR 5252.247-9508 (JUN-98) PROHIBITED PACKING MATERIALS
The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKING AND MARKING
(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.
(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:
(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.
(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 (OCT-05) PRESERVATION, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS
(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 . Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
(1) FMS Case Number.
(2) Part Number (with CAGE Code).
(3) For - the organization/address the material is shipped to.
(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.
(6) Project Directive Line Item (PDLI) Number.
(7) Requisition Serial Number (RSN).
(8) Quantity.
(9) From - the contractor's address shipped from.
(10) Ship to - the shipping address provided in the contract.
(11) Transportation Priority
(12) Required Delivery Date
(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

H-6 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY
Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this contract, which would be deemed "technical data" under DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items (FEB 2014), or "computer software" and "computer software documentation" under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-11 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR 5252.210-9501) (AUG 2013)
Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at https://assist.dla.mil/online/start/. To access these documents, select the Quick Search link on the site home page.

H-15 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011)
(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

H-25 COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS

Costs incurred for trucks; golf carts; and office, cleaning, and medical supplies, are deemed unallowable under this contract. The F-35 Joint Program Office (JPO) may not procure passenger motor vehicles in accordance with Title 31 U.S. Code § 1343, which prohibits the lease or procurement of passenger motor vehicles without specific authorization in an appropriation. Further, NMCARS 5201.601-90(c)(6)(L) makes a unique delegation to NAVFACENGCOM of contracting authority for the procurement and maintenance of automotive vehicles. Additionally, the contractor shall not include Information Technology (IT) assets which to not touch the airplanes or the Autonomic Logistics Information System (ALIS) directly. The contractor shall provide a list of any requirements for any item identified as unallowable in this clause in order to allow the JPO to facilitate procuring them via other contract vehicles.

H-26 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS

If the SELLER believes it to be in the best interest of the F-35 program to consider use or incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose rights other than assertions previously accepted under SELLER's F-35 contracts, the SELLER shall submit a written request for approval to the BUYER prior to use or incorporation. The request for approval shall describe:

1. alternatives evaluated;
2. the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights;
3. the name of the entity asserting less than Government Purpose Rights;
4. the basis for the assertion (per DFARS 252.227-7017), to include sufficient information to enable the BUYER to provide to the Contracting Officer to evaluate any listed assertions;
5. a Rough Order of Magnitude cost estimate to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data – Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation).

BUYER shall provide timely notice of the Government's response upon receipt from the Contracting Officer. Nothing in this clause precludes the Government from challenging any data rights assertions pursuant to DFARS 252.227-7019 or DFARS 252.227-7037.

H–36 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (JUL 2023)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

Revision 5 dated December 14, 2023. The following clauses have been modified or added:

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