

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 TRAINING SYS. SIMULATION IDIQ, Contract N00019-22-R-0106

Generated using Lockheed Martin CorpDocs 2023 Version

Original: 09 November 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:

RESERVED

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:

RESERVED

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) (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 Preventing Personal Conflicts of Interest. (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101. Not applicable to Commercial Items as defined in FAR Part 2.101.)

FAR 52.215-21 Alternate I - Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications (OCT 2010) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022) (Applicable to incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.219-9 Alternate III - Small Business Subcontracting Plan. (JUN 2020) (Applies if this contract exceeds the threshold at FAR 19.702(a). Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.227-22 Major System -- Minimum Rights. (JUN 1987) (Applicable to any subcontract which requires the delivery of technical data. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-16 Progress Payments. (NOV 2021) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "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)

FAR 52.234-4 Earned Value Management System. (NOV 2016) (Applicable to subcontractors identified by name in subsection (g) of the clause. Subsection (g) is completed as follows

 _____ Not applicable to Commercial Items as defined in FAR 2.101. The terms "Contracting Officer" and "Government" include Lockheed Martin.)

FAR 52.245-9 Use and Charges. (APR 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 Alternate I - Inspection of Supplies Fixed-Price. (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 52.246-7 Inspection of Research and Development Fixed-Price. (AUG 1996)

("Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement. (MAY 2001)

("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin.")

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management (JAN 2023) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.209-7010 Critical Safety Items. (AUG 2011) (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022) (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 this contract.)

DFARS 252.215-7997 (DEVIATION 2020-O0020) REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SECTION 890 PILOT PROGRAM (AUG 2020) (Applies if the contract exceeds the simplified acquisition threshold. Paragraph (b) is deleted.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022) (Applicable to participants 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) (Applicable to subcontracts that require, may require, or

permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005)
(Applicable to any subcontract that requires the delivery of hand or measuring tools.)

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 252.225-7038 Restriction on Acquisition of Air Circuit Breakers. (DEC 2018)
(Applicable to all subcontracts where air circuit breakers for naval vessels are to be supplied. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. (OCT 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 252.225-7053 Representation Regarding Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (AUG 2021)

DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation. (JAN 2023)

DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)

DFARS 252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Certification. (DEC 2022)

DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (JAN 2023)

DFARS 252.225-7973 (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems-Representation. (MAY 2020)

DFARS 252.225-7993 (DEVIATION 2020-O0022) Prohibition on Providing Funds to the Enemy. (MAY 2020)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2023) (Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

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 relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)
(Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7002 Earned Value Management System. (MAY 2011)
("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows:

_____ (*****
_____)

DFARS 252.234-7004 Cost and Software Data Reporting System. (NOV 2014)
(Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008) (Applicable if subcontractor personnel will access DoD information systems in 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 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property. (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal. (DEC 2017)
(Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

NAVAIR 5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (SEP 2012)
("Applicable if this subcontract requires access to Government IT systems.
(a) Contractor personnel assigned to perform work under this contract may require

access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: NAVAIR Contractor Forms.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPOC for contractor employees requiring IT access, [to be filled in at time of award] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

(End of clause)"

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011)

NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (OCT 2005) ("Not applicable to Commercial Items as defined in FAR 2.101. Clause Text: (a) Export of information contained herein, which includes release to foreign nationals 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 (ITARs), 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:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

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

(End of clause ")

NAVAIR 5252.228-9501 LIABILITY INSURANCE (MAR 1999) ("Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: _____ . Not applicable to Commercial Items as defined in FAR 2.101. Clause

Text: The following types of insurance are required in accordance with the clause entitled, _____ [insert either "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: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$_____ [insert either \$500,000 or other appropriate amount] per accident for bodily injury.

(b) Automobile Insurance: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$_____ [insert either \$500,000 or other appropriate amount] per accident for bodily injury and \$_____ [insert either \$500,000 or other appropriate amount] 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: \$_____ [insert either \$200,000 or other appropriate amount] per person and \$[insert either \$500,000 or other appropriate amount] per occurrence for bodily injury, other than passenger liability; \$_____ [insert either \$200,000 or other appropriate amount] per occurrence for property

damage. Passenger bodily injury liability limits of \$_____ [insert either \$200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

(End of clause)"

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) ("Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: 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.

(End of clause)"

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005) ("Applies if Seller will make shipments under this contract directly to the Government.

Clause Text: (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.

(End of clause)"

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-23 BASE SUPPORT FROM THE SAHW CONTRACT

"(a)Definitions

Base support includes Government-controlled working space, material, equipment, services, and facilities only as identified in the Incidental Government Property List, Section J, Attachment TBD. Incidental Government Property is Government property that is incidental to the place of performance, when the contract requires contractor personnel to be located on a Government site or installation, and when the property used by the contractor within the location remains accountable to the Government. Items considered to be incidental to the place of performance include, for example, office space, desks, chairs, telephones, computers, and fax machines.

All other terms in this clause shall have the same meanings as given in FAR 52.245-1 unless otherwise stated.

(b)Provision of Base Support

(1)The Government shall provide base support to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment may be made if the Government fails to provide base support by the date(s) required.

(2)The Government shall provide base support to the Contractor on a rent-free basis for performance of this contract and the value shall be a part of the Government's contract consideration.

(3) During contract performance, the Contractor agrees to immediately report inadequacies, defects, or non-availability of support stipulated by the contract schedule in writing to the contracting officer representative (COR) with a copy of the letter provided to the contracting officer. The contractor shall provide with the letter, a written impact statement denoting the immediate impact associated with the effort to be performed, a recommended workaround plan and the contractor estimated costs impact if the deficient product and/or service will be fulfilled by the contractor. The Contracting Officer, with the advice of the COR, will provide written determination (within 20 workdays from the receipt of initial deficiency report by the Contracting Officer) of the validity and extent of the involved requirement and the method by which the deficient support shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). During contract performance, should the Government terminate a service or support, the Government will notify the Contractor a minimum of 90 days prior to termination of the service or support, so the Contractor may make alternate arrangements or put work around procedures in place. Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, nor incur costs to furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(4) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred for any of the items covered under the Incidental Government Property, attachment 1E . Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

(c) Use of Incidental Government property.

(1) The Contractor shall use Incidental Government property provided as base support only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of the Incidental Government property provided as base support are prohibited, unless they are

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Incidental Government property provided as base support unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Incidental Government property.

(1) The Government shall deliver to the Contractor the Incidental Government property described as base support in the incidental property list. The Government shall furnish related

data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Incidental Government property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2)

(i) The Contracting Officer may by written notice, at any time

(A) Increase or decrease the amount of Incidental Government property under this contract;

(B) Substitute other Incidental Government property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(2)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment under this contract.

(e) Contractor Liability for Incidental Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Incidental

Government property furnished or acquired as base support, except when any one of the following applies

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Incidental Government property that is the result of willful misconduct.

(2) The Contractor shall take all reasonable actions necessary to protect the Incidental Government property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Government directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Incidental Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(f) Equitable adjustment.

(1) Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause.

However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Incidental Government property.
- (2) Delivery of Incidental Government property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Incidental Government property.
- (4) Failure to repair or replace Incidental Government property for which the Government is responsible. Standard Form 1428”

H-24 PARTNERING WITH MILITARY SERVICE DEPOTS

“This clause is in accordance with Article 8.2 of the F-35 Lightning II Depot Partnering Agreement.

1. FAR Non-Applicability. Pursuant to FAR 1.104, FAR Applicability, Partnering Agreements (PA) and Implementing Agreements (IA) between the Contractor and Military Service Depots (MSD) are not subject to the FAR or any agency supplements thereto, because the FAR applies to contracts where the Government acts in its capacity as a buyer. No FAR and/or agency supplement flow down clauses shall apply to any PA/IA issued or to any other contractual vehicle placed by the Contractor with an MSD providing a supply/service under this prime contract, except as may be expressly included by mutual consent of the Contractor and the MSD.

a. Non-Applicability of Advanced Payments. Payments made by the Contractor to the MSD, as required by the terms of the PA/IA, shall be considered to be incurred costs under the terms of this contract.

2. TINA Non-Applicability. The Truth in Negotiations Act, 10 USC Section 2306a, as amended, (hereinafter referred to as TINA) and its implementing regulations/clauses, do not apply to any MSD performing under this contract. Accordingly, the Government agrees:

a. The portion of the Contractors contract price that consists of costs relating to work performed by an MSD need not be supported by the submission of certified cost or pricing data and,

b. The absence of such certified data shall not form the basis, directly or indirectly, for a claim by the Government of defective pricing against the Contractor.

3. Release of Responsibility. The Government agrees not to hold the Contractor responsible, directly or indirectly, for the delay, non-performance, or other non-compliance of work required under this contract to the extent such delay, non-performance, or non-compliance is solely attributable, in accordance with the terms of the PA and IA, to the action or inaction of an MSD performing an IA related to the Contractors performance obligations under this contract.

a. Equitable Adjustment. Subject to the provisions of FAR 52.249-14, Excusable Delays, such delay, non-performance, or other non-compliance attributable to the MSD in performing such PA/IA, may be considered to be an excusable delay for the Contractor or non-compliance for which an equitable adjustment in the performance period and/or cost/price of this contract may be provided by the Government to the Contractor. Further, such delay, non-performance, or non-compliance determined to be solely attributable to the MSD under FAR 52.249-14, Excusable Delays shall not be used by the Government, in whole or in part, as the basis for termination for default or withholding of payments under this contract. Any disagreement with the Contracting Officers final decision regarding an equitable adjustment is subject to the Disputes clause.

b. Continued Good Faith/Duty to Mitigate. This provision does not excuse the Contractor from its requirement to continuously exercise good faith to effectively manage the MSD, if necessary, to perform the affected services itself or find a commercial sub-contractor to perform the services, and to fulfill its responsibilities under this contract and applicable PA/IA. Such efforts include reasonable corrective actions to mitigate the effects of the MSDs noncompliance under this contracts schedule and/or prices.”

H-27 Delivery Order Processes:

Each individual delivery order will identify, through an accompanying Exhibit, what work supplies are to be furnished based on which CLINs are chosen and the quantity procured under the CLIN within the requirements identified in the associated contract Exhibit (A, C, D and E). The Exhibit accompanying each delivery order will identify which part number(s), quantity, delivery location and schedule are required within the bounds of the Exhibits incorporated in this contract.

The Contractor warrants that the unit costs and prices set forth in this contract, identified in Exhibit A, C, D and E are mutually agreed upon as fixed charges for the applicable ordering period. The price of each individual delivery order will be derived by multiplying the price of each item under the applicable Exhibit by the quantity defined by the delivery order. and adding the cost of the associated consumables.

The ELIN delivery date shall be determined by utilizing the date a Delivery Order is placed, the months after receipt of order (ARO) as specified in Exhibit A, C, D and E. All delivery dates will reference the 28th of that month.

Examples:

Delivery Order Award Date: 02 September 2021, ARO: 36 Months, Delivery Date: 28 September 2024

Delivery Order Award Date: 29 November 2021, ARO: 48 Months, Delivery Date: 28 November 2025

On a quarterly basis, the Contractor shall submit a Part number/Configuration Change Report (Exhibit B001).

This report shall identify any part number or configuration changes and will specifically identify if the contractor anticipates any of those changes may result in an increased or decreased price or delivery schedule impact. If the Government concurs with the changes and there are no impacts to price or schedule identified in the report, the Contracting Officer will issue an administrative modification revising the contract Exhibit(s) to incorporate those changes.”

HXT - 211.9502 Govt. Installation Work Schedule

“(a)The Holidays applicable to this contract are: New Year's Day, Birthday of Martin Luther King Jr., Washingtons Birthday (President's Day), Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b)In the event that any of the above holidays occur on a Saturday or Sunday, or alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c)The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

(d)No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments”

H-20 TAXES AND DUTIES SPECIFICALLY EXCLUDED FROM CONTRACT PRICES

“(a) The contract prices include all applicable taxes and duties, as defined in FAR 52.229-6, Taxes Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990), except for:

(1)Customs duties, import and export taxes, and similar charges imposed by Participants to the Joint Strike Fighter Production, Sustainment, and Follow-On Development Memorandum of Understanding (MOU) or Foreign Military Sales (FMS) customer of the F-35 Lightning II program;

(2)Value Added Taxes (VAT) or consumption taxes, imposed by the Country Concerned, as defined in FAR 52.229-6 and 52.229-8, on goods or services delivered in the Country Concerned under this contract.

(b) If the Contractor is required to pay or bear any tax or duty specified in subparagraphs (a)(2) above, including any interest or penalty, the Contractor shall follow the procedures specified in FAR 52.229-6, TaxesForeign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990).

(c) Nothing outside of exceptions listed above alleviates the Contractor from the requirements of FAR 52.229-6 or 52.229-8.”