

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 EPIC PHASE 2 IDIQ, Contract N00019-23-D-0022

Generated using Lockheed Martin CorpDocs 2023 Version

Original: 3 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 52.216-16 Incentive Price Revision Firm Target. (OCT 1997) (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 52.227-1 ALT I Authorization and Consent. (APR 1984) (Not applicable to Commercial Items as defined in FAR 2.101.)

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FAR 52.228-3 Workers' 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 Workers' Compensation and War-Hazard Insurance Overseas. (APR 1984) (Applicable 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) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____.)

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-14) (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 52.232-32 Performance-Based Payments. (APR 2012) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996) (Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 Alternate I - Changes-Cost-Reimbursement. (APR 1984) ("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 52.243-2 Alternate II - Changes-Cost-Reimbursement. (APR 1984) ("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) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-8 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 52.246-15 Certificate of Conformance. (APR 1984) (Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.247-64 Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels. (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2021-N0002) (SEPT 2021) (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 as the time such notices are sent. SELLER shall also furnish Lockheed Martin copies of any reports SELLER receives from its lower tier subcontractors.) Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2021-N0002) (DEC 2021) (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 as the time such notices are sent. SELLER shall also furnish Lockheed Martin copies of any reports SELLER receives from its lower tier subcontractors.)

DFARS 252.211-7007 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 252.219-7004 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 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005) (Applicable to any subcontract that requires the delivery of hand or measuring tools.)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (APR 2003) (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 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

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 252.234-7002 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 252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (SEP 2015) ("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 252.234-7004 Alternate I - 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 252.239-7016 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 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." 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 252.246-7001 Warranty of data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

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)"

NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

("Communications with the Contracting Officer shall be made through Lockheed Martin.

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g.,

film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least twenty (20) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.")

NAVAIR 5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES

(OCT 2013) ("Applicable to all subcontracts that will provide for reimbursement of travel and other costs covered by this clause. Not applicable to Commercial Items as defined in FAR 2.101. Clause Text:

(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. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the [Insert Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert ""and the Procuring Contracting Officer."" if the COR is reviewing and approving the request.]

(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 Contractor's 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 (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

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

(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-1 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

“Information, whether

1) delivered under any CDRL or contractor equivalent form in a delivery order under this contract, or

2) in response to any delivery order statement of work, provided via:

- 1) the JSF Virtual Enterprise,
- 2) the Joint Data Library (JDL), or
- 3) any other electronic distribution,

that would be deemed Technical Data under DFARS 252.227- 7013, “Rights In Technical Data—Noncommercial Items,” or Software and Software Documentation under DFARS 252.227-7014, “Rights in Noncommercial Software and Noncommercial Software Documentation,” if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery 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-2 5252.204-9504 DISCLOSURE OF INFORMATION (JAN 2007) (VARIATION)

“(a) The Contractor shall not release to anyone outside the Contractor's organization any information (e.g., announcement of contact award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The F-35 Joint Program Office (JPO) has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. “Information” includes, but is not limited to, news

releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The Contractor shall submit the original and 1 copy of the information proposed for release to the JPO at the following address:

F-35 Joint Program Office
Attn: Public Affairs Officer
200 12th Street South, Suite 600
Arlington, VA 22202-5402

Where practicable, requests and the specific information may be provided to the Public Affairs Officer using an electronic medium appropriate for the security level of the information being transmitted. The Contractor shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(c) The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The Contractor agrees to include a similar requirement in each subcontract or purchase order under this contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer.”

H-5 ALTERNATIVE DISPUTE RESOLUTION (MAR 2006)

“The parties entered into an agreement on 28 September 1999 entitled “Memorandum of Understanding between The Joint Strike Fighter Program Office and the JSF Team at LOCKHEED MARTIN CORPORATION, Lockheed Martin Aeronautics Company Concerning Use of Alternative Dispute Resolution Processes.” The Agreement affirms the use of Alternative Dispute Resolution as the preferred approach in settling contract disputes. In recognition of the foregoing, the parties confirm the mutual commitment to consider the use of Alternative Dispute Resolution processes in accordance with the principles set forth in the Memorandum of Understanding to avoid/resolve disputes under this contract.”

H-6 CONSENT TO ISSUE CONTRACTS TO NEW SUBCONTRACTORS

“The Contractor shall notify and receive consent from the Contracting Officer reasonably in advance of placing any subcontract or modification over \$10 Million to subcontractors that have not been previously awarded contracts prior to the date of the Contractor’s Certificate of Current Cost or Pricing Data, if required. Such notification shall not be required for competitively awarded subcontracts in which the lowest bidder has been selected. The Contractor’s notification shall identify the proposed subcontractor and shall include a description of the

supplies or services to be subcontracted and an explanation of how the proposed subcontract offers best value to the Government.”

H-8 WORK SHARE AGREEMENTS

“The Contractor shall not enter into any new F-35 work share agreements with any subcontractors that specify that a subcontractor will receive a certain amount of business based solely on a dollar amount or percentage of contract or program cost unless it is best value to the F-35 Program and the Contracting Officer has provided written consent pursuant to FAR52.244-2, Subcontracts (OCT 2010). The Contracting Officer shall provide written response to the notice of work share agreement within 14 calendar days after receipt of the work share notification; if a written response is not provided within 14 calendar days, the Contractor will proceed with the entering into the agreement.”

H-9 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR 5252.227-9505) (AUG 1987) (VARIATION)

“Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Government contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.”

H-10 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009) (VARIATION)

“(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. Except as otherwise provided by separate agreement between the ISC and the prime contractor, the ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, reasonable 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, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.

(e) To protect any such proprietary information from unauthorized 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.

The ISC will be responsible for initiating contact with the prime contractor sufficiently in advance of any work that may require facility access, cooperation from LM, or access to proprietary information belonging to the prime contractor or to third parties who may have authorized the prime contractor to disclose such data to enable the prime contractor to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer.”

H-11 Engineering Change Proposal Integration Contract (EPIC) Phase 2 Pricing & Standard Ordering Process

“1. Scope - This clause defines the process by which pricing will be established in each delivery order and authorized for Contractor execution in accordance with Statement of Work (SOW).

2. Contract Structure - This Indefinite Delivery Indefinite Quantity (IDIQ) Contract has five (5) CLINs. Delivery orders shall utilize these CLINs when placing orders and identify the work performed by aircraft variant, the associated CLIN structure, and utilize the applicable cost share ratio established in the Section J, Attachment (1) Pricing Menu and Attachment (3) US Services and Partner Cost Share Ratios (CSRs).

3. Ordering Procedures

a. Pricing and ordering for all CLINs will follow a Government Work Authorization (GWA) process.

The Government Technical Lead and/or Program Manager will initiate the GWA process by identifying one or more CRs or Investigations that are required.

b. Within thirty (30) calendar days, the Contractor shall prepare a draft GWA(s) for those CRs or Investigations, in coordination with the Technical Lead and submit it for review to the Program Manager. The draft GWA shall, at a minimum, contain the following:

- Project title and reference to work proposal number, if applicable
- Government programmatic point of contact and telephone number
- Contractor programmatic point of contact and telephone number
- Unique standardized GWA number, with revision number, if applicable, which will be assigned by the Program Manager (could be same as PID), which remains unchanged for the total life of the work authorization
- Proposed Menu Items and Complexity Units, to be selected from the Pricing Menu set forth as contract Attachment (1)
- Date(s) for work completion (plural if multiple change requests under the same delivery order)

- A detailed statement of work to be performed with reference to IDIQ SOW, or document describing the scope of work in detail
- Material type and quantity (if any)
- Travel (if any)
- Reports to be provided IAW Exhibit A, CDRL

c. Format and distribution of GWA(s) shall be established by the team

d. If a draft GWA is submitted and initially accepted by the Program Manager, a formal GWA shall then be prepared, signed, and dated by all pertinent parties prior to submitting to the PCO for incorporation into a delivery order.

e. The PCO may then issue a delivery order based on the final GWA. Work is not authorized to commence until the Contractor receives both funding and the related signed delivery order.

f. If a revision and/or modification to a GWA is required, then the same procedures as stated above will apply prior to forwarding to the PCO.

g. There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order under the certified cost or pricing data threshold based solely on the Government estimate of Menu Items and Complexity Units, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

i. The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit a draft GWA within thirty (30) days after receipt of the order.

ii. The Government has no obligation to pay for the supplies or services and the contractor has no obligation to perform until the order has been issued and the actual price and delivery schedule have been negotiated.

iii. After submission of the contractor's GWA, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

iv. Failure to arrive at an agreement shall be considered a dispute in accordance with the "Disputes" clause under this contract.

4. Orders for CR to ECP for Production Issues and CR to Engineering Release Report for Mods

a. Establishing Complexity of the CR

i. The Government and Contractor shall assess the technical aspects of each CR and determine the complexity Units required to complete the effort. The Pricing Menu Items available for CLIN 0001 may include Engineering Drawing Release; Type of CR Processing; Number of ECPs and Number of Engineering Release Reports, as depicted in each individual delivery order.

b. Establishing Pricing of the CR

i. The CR CLINs are Cost Plus Fixed Fee completion efforts. They shall be priced based on the complexity of the CRs utilizing the pre-established prices are set forth in the Section J, Attachment (1) Pricing Menu.

ii. CRs shall be totaled by variant/CLIN when pricing the delivery order. When the Complexity Units are determined, they are multiplied by the corresponding Total Estimated Cost and Fixed Fee provided in the Pricing Menu, utilizing the appropriate ordering period. (Note: The ordering period utilized will be the current ordering period when the effort is placed on contract, not when performance will take place.) Then Complexity Unit Prices are summed on a Total Estimated Cost and a Total Fixed Fee basis to calculate the Total Price of the respective CLIN.

c. Award of Orders for CRs Under this Clause

i. The Contracting Officer will issue a bilateral delivery order under the Indefinite Delivery Indefinite Quantity (IDIQ) contract for the CRs by CLIN for Production and Mod efforts. Each delivery order will provide a list of the Government's required change requests needed to deliver Class I production cut-in ECPs or Engineering Release Reports in Section C. Each order will be priced based on the agreed-to Complexity Units and the associated prices, in accordance with the above paragraph.

d. Availability for Ordering

i. CRs may be ordered at any time during the ordering period of the IDIQ.

5. Orders for Investigations

a. Pricing Methodology

i. The Investigations CLINs are Cost Plus Fixed Fee Level of Effort (LOE) for studies. At the initial award of each delivery order requiring Investigations, an estimated number of hours will be placed on contract at the hourly rate defined in the subsequent paragraph for the completion of specific investigations during a defined period of performance. As needed, during the performance period of the delivery order, the Government will issue Technical Direction Letters (TDLs), in

accordance with NAVAIR 5252.242-9502 Technical Direction providing direction to work on an investigation utilizing the hours provided under the LOE Investigations CLIN(s).

b. Establishing Pricing of Investigations

i. The hourly rates for each Contractor/Subcontractor are provided in the Pricing Menu. The estimated number of hours required during a defined performance period will be multiplied by the corresponding hourly rate provided in the Pricing Menu, utilizing the appropriate ordering period. (Note: The ordering period utilized will be the current ordering period when the effort is placed on contract, not necessarily when performance will take place.) Then the total components of each CLIN are summed on a Total Estimated Cost and a Total Fixed Fee basis to calculate the Total Price of the respective CLIN.

c. Award of Orders for Investigation Hours

i. The Contracting Officer will issue a bilateral delivery order under the IDIQ contract for an anticipated level of effort for a defined performance period. Each delivery order will provide in Section B of the contract, and in NAVAIR 5252.211-9503, the anticipated number of hours and the estimated CPFF price. Each order will be priced based on the pre-established pricing, in accordance with the above paragraph.

ii. As needed, during the performance period of the delivery order, the Government will issue Technical Direction Letters (TDLs), in accordance with NAVAIR 5252.242-9502 Technical Direction providing direction to work on an investigation. This TDL will:

1. Define the scope of the Investigation.
2. Estimate the type and number of hours (by CLIN) required to complete the investigation.
3. Direct the Contractor to begin the investigation with the hours available under the Investigation CLIN.
4. If there are already investigations ongoing, provide a priority ranking relative to the other investigations.

iii. TDLs may only be issued if there are a sufficient number of unexpended hours on the requisite CLIN(s), notwithstanding the 10% fluctuation provided for in paragraph (c) of NAVAIR 5252.211-9503 Alt I Level of Effort.

d. Availability for Ordering

i. Investigation hours are expended as Investigations are completed. Additional hours may be ordered with the award of a new delivery order at any time during the ordering period of the IDIQ.

6. Orders for Program Support

a. Pricing Methodology

i. Program Support is priced for each period of performance expected under this IDIQ. Program Support will be ordered as part of the first delivery order of an ordering period, at the price established in the Pricing Menu, covering the ordering period during which performance is expected under this delivery order. All costs for managing the EPIC 2 contract shall be allocated to this delivery order; subsequent delivery orders in the ordering period will only have a Program Support CLIN if performance under those delivery orders extends beyond that of the first delivery order.

b. Establishing Pricing of Program Support

i. The annual price for Program Support is defined in the Pricing Menu by ordering period.

c. Award of Program Support

i. Program support will be awarded as part of a delivery order for CRs or Investigations, in accordance with the above paragraphs.

d. Availability for Ordering

i. Program Support is ordered under the initial delivery order to support the entire period of performance of the IDIQ contract and will be incrementally funded.

7. Data

a. CDRL requirements will be cited in each delivery order. “

H-12 Use of Government Owned Facilities

“a. As authorization required by FAR 52.245-9, the Contracting Officer recognizes that the Contractor and its Subcontractors may use Government Facilities, which are considered Government Furnished Property for purposes of this contract, pursuant to the following facilities leases, in the performance of this contract:

AF Plant 4, Ft. Worth TX, Lease F33657-97-L-2018

AF Plant 6, Marietta GA, Lease FA8623-21-L-0001

AF Plant 42, Sites 2 and 7e, Palmdale CA, Lease F33657-00-L-2039

b. If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the facilities leases identified in this clause, or any successor lease, causes an increase in the cost of, or the time required for, performance of any part of the work under this contract, or both, the Contractor shall be entitled to an appropriate equitable adjustment under this contract.”