**AEGIS Production Prime Flowdowns**

**Description: Supplemental T’s and C’s for AEGIS Production Prime Flowdowns**

**Contract Numbers:**

**N00024-20-C-5101 /N00024-14-C-5106 / N00024-14-C-5114**

**GIDEP GOVERNMENT-INDUSTRY DATA EXCHNAGE PROGRAM**

*5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHNAGE PROGRAM (OCT 2006)*

*(A) The Subcontractor shall participate in the Government-Industry Data Exchange Program (GIDEP) if the resulting awarded Lockheed Martin purchase order has exceeded $500,000.00.*

*(B) The Subcontractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA 50300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Subcontractor from complying with any other requirement of the contract*

*(c) GIDEP materials, software and information are available without charge from:*

*GIDEP*

*P.O. Box 8000*

*Corona, CA 92878-8000*

*Phone: (951) 898-3207*

*FAX: (951) 898-3250*

*Internet:* [*http://www.gidep.org*](http://www.gidep.org)

**Mercury Exclusion - C-223-H003 EXCLUSION OF MERCURY (MAR 2019)**

* Subcontractors shall ensure that mercury or mercury containing compounds are not added to, or come in direct contact with, hardware or supplies furnished under this contract.
* For services, the subcontractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical analysis reagents specified by the Naval Sea Systems Command (NAVSEA).
* Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment.
* Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the subcontractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

**DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)**

* Noncommercial & Commercial Items
* This clause applies in all subcontracts where performance requires **routine physical access** to a Federally controlled facility or military installation.

**DFARS 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)**

* Noncommercial
* Products and their components delivered under this subcontract shall contain forging items that are of domestic manufacture only.
* Forging items means--

|  |  |
| --- | --- |
| --------------------------------------------------------------------------------------------------------- | |
| Items | Categories |
| --------------------------------------------------------------------------------------------------------- | |
| Ship propulsion shafts | Excludes service and landing craft shafts. |
| Periscope tubes | All. |
| Ring forgings for bull gears | All greater than 120 inches in diameter. |
| --------------------------------------------------------------------------------------------------------- | |

**DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (****APR 2003)**

**Noncommercial & Commercial Items**

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of \_\_\_, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding $50,000 per foreign military sale case.

(End of clause)

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM--BASIC (****NOV 2014)**

**Noncommercial Items**

* Applies in solicitations and Purchase Orders for major defense acquisition programs or major automated information system programs that exceed $50 million.

**DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)**

* Applies if subcontractor will perform classified work.
* Per this clause "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012**

**Noncommercial Items**

* Purchase Orders over $150,000 that will require Lockheed Martin to certify claim elements originating from subcontractors. Government" means "Lockheed Martin."

**DFARS 252.246-7008 Sources of Electronic Parts (Aug 2016)**

* Applies if Lockheed Martin Purchase Order is for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer. As used in the clause, "Contracting Officer" means "Lockheed Martin and the Contracting Officer. “The term "Government" means "Lockheed Martin and the Government" except in paragraph (d).

**Section 889(a)(1)(A) of the 2019 National Defense Authorization Act (NDAA) / FAR 52.204-25**

Effective August 13, 2020 as required by Section 889(a)(1)(A) of the 2019 National Defense Authorization Act (NDAA), contractors are prohibited from providing any equipment, system or service that uses covered telecommunications equipment. Covered telecommunications equipment is as defined under FAR 52.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” manufactured by:

• Huawei Technologies

• ZTE Corporation

• Hytera Communications Corporation

• Hangzhou Hikvision Digital Technology Company

• Dahua Technology Company

This includes any services as a substantial or essential component of any system, or as critical technology as part of any system.

As a result, the products that will be delivered under this Lockheed Martin Purchase Order must not contain telecommunication equipment or services from the above-mentioned companies either through direct, tier 1 procurement or from any level sub-tier supplier to your first tier

**FAR 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)**

* "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.

**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

* Applies to End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreements

**FAR 52.232-16 PROGRESS PAYMENTS (JUN 2020)**

* Applies to Purchase Orders with Progress Payments
* Alternate I is used in Purchase Orders with small business concerns.
* "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."

**FAR 52.245-9 USE AND CHARGES (APR 2012)**

* Applies by its terms to subcontracts where Government property will be provided.