

B-1B AN/ALQ 161 DAS PRODUCTION, REV 1
SPRWA1-24-D-0008
12/5/2024

A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

- (a) This Contract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:
1. "Commercial product" means any such product as defined in FAR 2.101.
 2. "Commercial service" means any such service as defined in FAR 2.101.
 3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
 4. "Contract" means this contract.
 5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
 6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.
 7. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
 8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. INDEMNITY

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER's suppliers' failure to comply with these U.S. Government Provisions and Clauses.

D. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations,

the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheses, if any, after each clause below are for convenience only.

Clause No	Title	Date	Needed Modifications
252.225-7008	Restriction on Acquisition of Specialty Metals.	3/1/2013	None.
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	5/1/2014	None.
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	5/1/2014	None.
52.204-14	Service Contract Reporting Requirements.	10/1/2016	Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	10/1/2016	Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".
252.204-7000	Disclosure of Information.	10/1/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20days."
252.209-7010	Critical Safety Items.	8/1/2011	N/A.
52.222-51	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair	5/1/2014	None.
52.222-52	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.	5/1/2014	None.
52.222-53	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements.	5/1/2014	None.
252.225-7047	Exports by Approved Community Members in Performance of the Contract.	6/1/2013	The blanks paragraph (b) is completed as follows _____.

252.225-7987	(DEVIATION 2014-00016) REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION	10/1/2014	None.
252.225-7996	Acquisition RE227:1227restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus.	12/1/2019	None.
52.227-3	Patent Indemnity.	4/1/1984	N/A.
252.229-7004	Status of Contractor as a Direct Contractor (Spain).	6/1/1997	"Contracting Officer" means "Lockheed Martin" in paragraphs (d), (e) and (f). The blank in paragraph (g) is completed with _____.
252.229-7006	Value Added Tax Exclusion (United Kingdom)	12/1/2011	Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract."
252.229-7008	Relief from Import Duty (United Kingdom).	12/1/2011	Applies if Seller is a United Kingdom firm.
52.232-17	Interest.	5/1/2014	"Government" means "Lockheed Martin."
52.232-32	Performance-Based Payments.	4/1/2012	"Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.
252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
252.244-7000	Subcontracts for Commercial Items.	10/1/2020	None.
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	"Contracting Officer" means Lockheed Martin.
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	4/1/1984	"Contracting Officer" and "Government" means "Lockheed Martin."
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	11/1/2020	None.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	10/1/2020	None.
52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	None.

			The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.
252.217-7026	Identification of Sources of Supply.	11/1/1995	
52.219-1	Small Business Program Representations.	11/1/2020	N/A.
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	9/1/2007	None.
52.222-48	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair	5/1/2014	None.
252.225-7998	Preference for Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus. (DEVIATION	12/1/2019	None.
52.227-15	Representation of Limited Rights Data and Restricted Computer Software.	12/1/2007	None.
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	1/1/2011	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	10/1/2016	None.
52.215-22	Limitations on Pass-Through Charges- Identification of Subcontract Effort.	10/1/2009	None.
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	10/1/2020	In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin."
252.225-7046	Exports by Approved Community Members in Response to the Solicitation.	6/1/2013	See flowdown guidance above.
252.225-7995	(DEVIATION 2017-O0004) Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEV	9/1/2017	None.
52.247-51	Evaluation of Export Offers.	1/1/2001	None.

