

252.225 7007

**Prohibition on Acquisition of United States Munitions List Items from
Communist Chinese Military Companies**
**NOTE: Applies if this contract is for an item on the United States Munitions
List or the 600 series of the Commerce Control List**

SEP 2006

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| 52.2258 | Duty Free Entry NOIE: Applies if supplies will be imported into the Customs Territory of the United States. Contracting Officer" means "Lockheed Martin" except in paragraphs (c) and (e). In subparagraph (c)(1) "20 days" is changed to "30 days." In subparagraph (c)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from the Seller to/from the Contracting Officer shall be through Lockheed Martin | OCT 2010 |
| 52.2271 Alt I | Authorization And Consent (Dec 2007) - Alternate I | APR 1984 |
| 52.22710 | Filing Of Patent Applications - Classified Subject Matter NOIE: Applies if this contract involves classified subject matter: | DEC 2007 |
| 52.2272 | Notice and Assistance Regarding Patent and Copyright Infringement NOIE: Applies if this contract exceed the simplified acquisition threshold "Contracting Officer" means "Lockheed Martin" "Government" means "Government and Lockheed Martin" | DEC 2007 |
| 52.2279 | Refund of Royalties NOIE: Applies when reported royalty exceeds \$250 "Contracting Officer" and "Government" mean "Lockheed Martin" | APR 1984 |
| 52.2283 | Worker's Compensation Insurance (Defense Base Act) NOIE: Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq) | JUL 2014 |
| 52.2285 | Insurance - Work On A Government Installation NOIE: Applies if this contract involves work on a Government installation "Contracting Officer" means "Lockheed Martin" In paragraph (b) "Government's" means "Lockheed Martin's or the Government's." Unless otherwise specified by this contract, the minimum kinds and amount of insurance shall be as described in FAR 28.307-2 | JAN 1997 |

State of New Mexico Gross Receipts and Compensating Tax
NOIE: Applies if this is a cost reimbursement contract a d W

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Industrial Resources Developed Under Defense Production Act Title III

Posters Obtain from Office of Inspector General United States Department of Defense
<http://www.dodig.mil/Hotline/posters.cfm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(a) Definitions As used in this clause-

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization

Coercion means-

(1) Threats of serious harm or physical restraint against any person

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform

(i) Is for supplies other than commercially available off the shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non United States citizens expected to be employed and the risk that

(i) Subcontracts

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and final contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

- (i) Apprise personnel of the hazards to which they may be exposed in using handling packaging transporting or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have data used, duplicate, and disclose the data for the Government for these purposes

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data

(3) The Government is not precluded from using similar or identical data acquired from other sources

(End of clause)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5 including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If

the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, an adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereon contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement.

(iii) When the parties agree to change to a cost accounting practice other than a charge under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Charges clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or

firm or corporation in or as to which the contractor (or any parent or subsidiary corporation

impaired objectivity, the contractor shall be subject to the following restrictions:

iv. The contractor shall be excluded from competition for, or award of any Government contract as to which, in the course of performance of this contract, the contractor has received advance procurement information before such information has been made generally available to other persons or firms unless mitigation measures are put in place, to avoid, neutralize, or mitigate an OCI.

v. The contractor shall be excluded from competition for, or award of any Government contract for which the contractor actually assists in the development of the sourcing information request (SIR), specifications or statements of work unless mitigation measures are put in place to avoid, neutralize or mitigate an OCI.

vi. The contractor shall be excluded from competition for or award of any Government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the contractor under this contract or resulting TOs unless mitigation measures are put in place to avoid, neutralize or mitigate an OCI.

vii. The contractor shall be excluded from competition for, or award of any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the contractor participated in the development of requirements or definitions pursuant to this contract or resulting TO unless mitigation measures are put in place to avoid, neutralize or mitigate an OCI.

This clause shall not exclude the contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

This clause shall have effect throughout the period of performance of this contract (and any applicable task order performance period that exceeds the basic contract ordering period), any extensions thereof by change order or supplemental agreement, and for three (3) years thereafter.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years thereafter.

organizational conflict of interest which would necessitate disclosure. The notification shall include a description of the actual or potential organizational conflict of interest; a description of

**convenience of the Government, when such termination is deemed to be in the best interest of
the Government
(End of Clause)**

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The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns

These examples in which OCI issues may arise are not all inclusive, but are intended only to help the TO Contracting Officer apply general guidance to individual contract and TO situations

i. Unequal Access to Information Access to 'nonpublic information' as part of the performance of a government TO could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

ii. Biased Ground Rules A contractor, in the course of performance of a Government contract, has in some fashion established a 'ground rules' but ergo merit