**B-1B AN/ALQ 161 DAS PRODUCTION, REV 1
SPRWA1-24-D-0008**

**11/27/2024**

**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 parentheticals, if any, after each clause below are for convenience only.

|  |  |  |  |
| --- | --- | --- | --- |
| Clause No | Title | Latest Clause Date | Needed Modifications |
| 252.225-7008 | Restriction on Acquisition of Specialty Metals. | 3/1/2013 | None. |
| 52.237-10 | Identification of Uncompensated Overtime. | 3/1/2015 | Applicable if this contract is for professional ortechnical services to be acquired on the basis of the number of hours to be provided."Offeror" means "Seller." |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | 5/1/2014 | N/A. |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity. | 5/1/2014 |   |
| 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 ReportingRequirements 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) iscompleted as follows. |
| 252.225-7986 | REQUIREMENT FOR PRODUCT OR SERVICES FROM HOST NATION - DIJBOUTI (DEV 2017 O0009) DFARS | 9/1/2017 | None. |
| 252.225-7987 | (DEVIATION 2014-O0016) REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION | 2/1/2021 |   |
| 252.225-7996 | Acquisition Restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus. | 12/1/2019 |   |
| 52.227-3 | Patent Indemnity. | 6/1/2020 | 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) iscompletedwith . |
| 252.229-7006 | Value Added Tax Exclusion (United Kingdom) | 12/1/2011 | Applies if Seller is a United Kingdom firm. "Thiscontract" 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 "LockheedMartin." |
| 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. | 12/1/2022 | "Government" means "LockheedMartin." |
| 252.244-7000 | Subcontracts for Commercial Items. | 11/1/2023 | 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. | 11/1/2023 |   |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | 11/1/2021 |   |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 6/1/2013 | None. |
| 252.217-7026 | Identification of Sources of Supply. | 11/1/1995 | The information required bythis clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate enditems to Lockheed Martin. Items which are included as components ofend items delivered by Contractor to Lockheed Martin do not need to be identified. |
| 52.219-1 | Small Business Program Representations. | 9/1/2021 | N/A. |
| 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. | 1/1/2023 | 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 |   |
| 52.215-22 | Limitations on Pass-Through Charges-Identification of Subcontract Effort. | 10/1/2009 |   |
| 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. |