**AEGIS FMS LIFETIME SUPPORT FLOWDOWNS**

**PRIME CONTRACT NO. N00024-16-C-5103**

**P2P File**

**Rev 0, September 7, 2016**

**Item for review prior to definitizing:**

1. **Update LEVEL OF EFFORT – ALTERNATE I (MAY 2010) prior to definitization. Not required for COMPLETION CLIN items.**

**EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)**
The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government’s rights under the “Inspection” clause, nor does it limit the Government’s rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

"Government" means "Government and Lockheed Martin"

**HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)**Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

**QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)**Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:
 (a) All deliverable software
 (b) All deliverable software that is included as part of deliverable hardware or firmware.
 (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
 (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

"contractor" means “subcontractor”; “Government” means “Government or Lockheed Martin”

**LEVEL OF EFFORT – ALTERNATE I (MAY 2010)**

(a) The Subcontractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the SOW of this contract. The total level of effort for the performance of this contract shall be approximately **(enter # of hours)** total man-hours of direct work.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **(enter # of hours)** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Subcontractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in the SOW.

(d) The level of effort for this contract shall be expended at an average rate of approximately **(enter # of hours)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of thetechnical objective, provided **N00024-16-C-5103** such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Subcontractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Subcontractor shall notify the Buyer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Subcontractor shall not accelerate any effort until receipt of such written approval by the Buyer. Any agreement to accelerate will be mutually agreed to by the Buyer and Subcontractor and formalized by subcontract modification.

(f) If, mutually agreed to by the Subcontractor, the Buyer may, by written order, direct the Subcontractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Subcontractor shall acknowledge this order within five days of receipt.

(g) The Subcontractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder,

the Subcontractor shall submit the following information in writing to the Buyer or Government if requested :(1) Submit to Lockheed Martin the total number of man-hours of direct labor expended during the applicable period;

(2) Submit to the Government if requested a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;

(3) Submit to the Government if requested a breakdown of other costs incurred; and

(4) Submit to Lockheed Martin the Subcontractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Subcontractor shall submit, in addition, in the case of a cost underrun;

(5) Submit to Lockheed Martin the amount by which the estimated cost of this contract may be reduced to recover excess funds.

(i) Unless the Buyer determines that alternative worksite arrangements are detrimental to contract performance, the Subcontractor may perform up to 10% of the hours at an alternative worksite, provided the Subcontractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Subcontractor’s alternative worksite plan. In the event performance becomes unacceptable, the Subcontractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Subcontractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or

LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost

may be increased in order to permit the Subcontractor to provide all of the man-hours listed in paragraph (a) above. The Subcontractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

**HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

 (i) travel at U.S. Military Installations where Government transportation is available,

 (ii) travel performed for personal convenience/errands, including commuting to and from work, and

 (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

“Contractor” means “Subcontractor”; “Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA” means “Lockheed Martin Buyer”

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contact, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term “residual dollar amount” shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered."

"Government" means "Lockheed Martin", “Contractor” means “Subcontractor”

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting ""subcontractor"" for ""Contractor"" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

Substitute "subcontractor" for "Contractor" where appropriate

**EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)**

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

**USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as ""the support contractor"", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as “protected information”. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Substitute "subcontractor" for "Contractor" where appropriate

**CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)**

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer’s Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer’s Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

Substitute "subcontractor" for "Contractor" where appropriate

**5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**
(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding $500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
(c) GIDEP materials, software and information are available without charge from:
 GIDEP Operations Center
 P.O. Box 8000
 Corona, CA 92878-8000
 Phone: (951) 898-3207
 FAX: (951) 898-3250
 Internet: http://www.gidep.org

**52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)** Applies if this contract exceeds $5,000,000 and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)** Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.

**52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)** Applies if this contract exceeds $35,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.

**52.219-9 Small Business Subcontracting Plan (OCT 2015)** Applies if this contract exceeds $700,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.

**52.222-21 Prohibition of segregated facilities (APR 2015)**

**52.222-26 Equal Opportunity (APR 2015)**

**52.222-35 Equal Opportunity for Veterans (OCT 2015)** Applies if this contract is for $100,000 or more.

**52.222-37 Employment Reports on Veterans (FEB 2016)** Applies if this contract is for $100,000 or more.

**52.222-50 Combating Trafficking in Persons (MAR 2015)** "Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government."

**52.222-54 Employment Eligibility Verification. (OCT 2015)** Applies if this contract exceeds $3,500, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.

**52.230-2 Cost Accounting Standards (OCT 2015)** Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller."

**52.244-6 Subcontracts for Commercial Items (FEB 2016)**

**52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**

**52.239-1 Privacy or Security Safeguards (AUG 1996)**

**52.245-9 Use and Charges (APR 2012)** Communications with the Government under this clause will be made through Lockheed Martin.

**252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**

**252.203-7004 Display of Hotline Posters (OCT 2015)**

**252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015)**

**252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)**

**252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)**

**252.219-7004 Small business subcontracting plan (test program) (OCT 2014)**

**252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013)**

**252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)**

**252.228-7006 Compliance with Spanish Laws and Insurance (DEC 1998)**  only applicable to Spain CLINS "Contracting Officer" means "Lockheed Martin."

**252.229-7005 Tax Exemptions (Spain) (MAR 2012)** only applicable to Spain CLINS

**252.234-7004 Cost and Software Data Reporting System (NOV 2014)** In paragraph (b), "Government" means “Lockheed Martin”.

**252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015)** "Contracting Officer" means “Lockheed Martin”

**252.246-7001 Warranty of data (MAR 2014)** "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."

**252.249-7002 Notification of Anticipated Contract Termination or Reduction (OCT 2015)** Applies if this contract equals or exceeds $700,000. "Contracting Officer" means "Lockheed Martin." Subparagraphs (d)(1) and the first 5 words of subparagraph (d)(2) are deleted.

**252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States** **(JUN 2015)** Applies if this contract involves travel or performance outside the United States.

**52.229-8 TaxesÂ 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 Japan, Korea, Spain, Australia or Norway.

**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.

**252.225-7047 Exports by Approved Community Members in Performance of the Contract (JUN 2013)** The blanks paragraph (b) is completed as follows “none”.