

U.S. Government Provisions and Clauses for Orders under U.S. Government Contracts for “H-60 Multi-Year X” (Solicitation # W58RGZ-18-R-0145) REV. 2020-APRIL

1. GENERAL

1.1 If an Order is placed at any tier under **Prime Contract Number [W58RGZ-18-R-0145]** in support of the H-60 Multi-year Ten (MYX) program, additional U.S. Government MYX provisions (“U.S. Government MYX Contract Clauses”) shall apply. In the event of a conflict between a provision in this document and LOCKHEED MARTIN’s Standard Terms and Conditions of Purchase, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in LOCKHEED MARTIN’s Standard Terms and Conditions of Purchase.

1.2 SELLER shall incorporate the applicable U.S. Government MYX Contract Clauses in each lower-tier subcontract placed in support of this Order.

1.3 Supplier shall indemnify and hold Buyer 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 Buyer for all of its damages and associated costs, including reasonable attorney fees and other reasonable expenses if said liability is attributable to the Supplier or Supplier’s Suppliers’ failure to comply with the applicable U.S. Government MYX Contract Clauses.

1.4 Notwithstanding any other provisions in this document, SELLER shall comply with, and shall support LOCKHEED MARTIN’s compliance with, any U.S. Government procurement regulations and policies applicable to LOCKHEED MARTIN and/or SELLER, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Work. SELLER agrees to furnish cost and pricing data certified as to currency, accuracy and completeness every three (3) years, or as frequently as required by LOCKHEED MARTIN’s Customer. To the extent the prices under the Agreement, Contract and/or Order for the Work are at any time not supported by SELLER’s cost or pricing data, SELLER agrees to negotiate fair and reasonable prices for the Work and to incorporate such prices in the Agreement, Contract and/or Order. In no event shall any renegotiated unit price for any of the Work exceed the unit price incorporated herein for such Work.

1.5 Whenever necessary to make the context of the clauses applicable to this Order, the term “Contractor” shall mean SELLER, the term “Contract” shall mean this Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean LOCKHEED MARTIN, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases, “Government Property,” “Government-Furnished Property,” and “Government-Owned Property,”; (b) in the patent clauses incorporated herein; (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative; (d) when title to property is to be transferred directly to the Government; (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein; and (f) where specifically modified herein.

2. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference. The following contract clauses supplement, but do not replace, those contract clauses listed elsewhere in this Agreement (including but not limited to those clauses listed in the Lockheed Martin FAR and DFARS flowdown provisions for US Government item supplies, as incorporated into SELLER's CorpDoc(s):

2.1. FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

FAR Clause #	Description	Rev Date
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS Note: "Contracting Officer" and "Government" means "LOCKHEED MARTIN." In paragraph (e) "1 year" is changed to "six months."	(OCT 1997)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS Note: "Government" means "LOCKHEED MARTIN."	(JUN 2013)
52.245-9	USE AND CHARGES Note: Communications with the Government under this clause will be made through Lockheed Martin.	(APR 2012)
52.246-15	CERTIFICATE OF CONFORMANCE	(APR 1984)
52.246-26	REPORTING OF NONCONFORMING ITEMS Note: Does not apply if this Contract is for the procurement of Commercial Items. Copies of reports provided under this clause shall be provided to Lockheed Martin as well as the Contracting Officer. Seller shall notify Lockheed Martin when it issues a GIDEP report pursuant to this clause.	(DEC 2019)

2.2. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

DFAR Clause #	Description	Rev Date
252.204-7000	DISCLOSURE OF INFORMATION Note: In paragraph (b) "Contracting Officer" means "LOCKHEED MARTIN" and "10 days" means "20 days."	OCT 2016)
252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	(Oct 2016)
252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	(DEC 2019)

	Note: Copies of reports provided by SELLER under	
252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY Note: Applies if Seller will be in possession of Government property for the performance of this contract.	(Aug 2012)
252.215-7008	ONLY ONE OFFER Note: Applies if this subcontract exceeds the simplified acquisition threshold.	(JUL 2019)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	(OCT 2014)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS Note: Applies if the Work contains forging items described by the clause.	(DEC 2009)
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	(APR 2003)
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN. Note: Applies except where an exception in paragraph (c) applies	(DEC 2019)
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS Note: "Offeror" means "Seller." Contracting Officer" means "LOCKHEED MARTIN or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.	(JAN 2011)
252.228-7001	GROUND AND FLIGHT RISK Note: In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through LOCKHEED MARTIN. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.	(JUN 2010)
252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	(NOV 2014)
252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM ALT I Note: In paragraph (b), "Government" means LOCKHEED MARTIN	(NOV 2014)
252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS Note: "Contracting Officer" means "LOCKHEED MARTIN." "Government" means "LOCKHEED MARTIN and the Government" in paragraphs (c) and (d).	(JUN 2004)

252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT Note: "Government" means "LOCKHEED MARTIN."	(DEC 2012)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	(APR 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL Note: "Contracting Officer" means "LOCKHEED MARTIN."	(DEC 2017)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT Note: Applies if this contract requires delivery of Items directly to the Government.	(MAR 2008)
252.246-7001	WARRANTY OF DATA - BASIC Note: "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."	(MAR 2014)

3. U.S. GOVERNMENT MYX CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

3.1 LIST OF SPECIAL MYX CONTRACT REQUIREMENTS

DFAR Clause #	Description	Rev Date
H-1	CLASS II ECPS	
H-3	FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION	
H-7	MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT	
H-21	DISCLOSURE OF INFORMATION: CUI	
H-36	COMMINGLED PARTS	
H-41	DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION	(MAR 2016)

3.2 The following MYX contract clauses pertinent to this section are hereby incorporated in full text:

3.2.1 H-1 CLASS II ECPS

This paragraph does not limit the Government's right to process changes to the contract IAW FAR 52.243-1 (Aug 1987), "Changes- Fixed Price". The Contractor shall not incorporate Class II ECPs without concurrence in classification by the DCMA, Sikorsky Aircraft. The Contractor shall not incorporate Class II changes affecting the items listed below without approval by LOCKHEED MARTIN:

- a. Critical Characteristics of CSIs/Flight Safety Parts;
- b. GFM Hardware;
- c. Configuration Item Interfaces

3.2.2 H-3 FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION

The Contractor shall identify any CSI that has been independently certified by the FAA that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to the Government upon delivery of the part.

3.2.3 H-7 MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT

The Contractor shall identify any CSI that has been independently certified by the FAA that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to the Government upon delivery of the part.

Government Furnished Material (GFM) provided to the Contractor for incorporation in FMS A/C will contain a "Mark For" in the shipping address to indicate the specific FMS case for which the GFM is being provided. Unless otherwise authorized by LOCKHEED MARTIN or Contracting Officer, the Contractor shall ensure that the GFM is utilized for the specific FMS case indicated with no exceptions.

3.2.4 H-21 DISCLOSURE OF INFORMATION: CUI

3.2.4.1 The Contractor shall not release any unclassified information to foreign governments or international organizations, regardless of medium (e.g., film, tape, and document), pertaining to any part of this contract or any program related to this contract to anyone outside the Contractor's organization, unless:

- a. Approval for release through the ITAR process IAW 22CFR125.2 is obtained; or
- b. Contracting Officer approval in writing is obtained; or
- c. The information is otherwise in the public domain before the date of release.

3.2.4.2 The Contractor's organization shall include subcontractors to the prime for this contract.

3.2.4.3 The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

3.2.4.4 Pursuant to DFARS 252.204-7000, Disclosure of Information, this provision constitutes prior Contracting Officer's written approval to release CUI (1) directly related to the performance of the contract to subcontractors requiring such information provided that the Contractor has

ensured that the requirements cited in paragraphs a or c above are met, and (2) to Government auditors or other Government personnel acting in their official capacity.

3.2.5 H-36 COMMINGLED PARTS

3.2.5.1 The commingling of domestic and non-domestic ball and roller bearings and CSIs under this contract is prohibited.

3.2.5.2 Pursuant to DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, only domestic (i.e., U.S. or Canadian manufactured) ball and roller bearings may be delivered under the contract. Accordingly, the Contractor shall ensure that domestic and non - domestic ball and roller bearings are not commingled in inventory and that the parts delivered under this contract are those from qualified country sources.

3.2.5.3 In accordance with Attachment 0001, SOW, Paragraph 3.6, CSI Program, the Contractor shall institute a process to provide oversight of the CSI program that complies with the SOW requirements. CSIs shall be manufactured with strict control of each individual manufacturing operation throughout the manufacturing process. As such, the Contractor shall ensure compliance with the frozen planning requirements in paragraph 3.6.1.2 of the SOW and shall not engage in the commingling of CSIs from qualified and non-qualified suppliers.

3.2.6 H-41 DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2016)

3.2.6.1 Relative to the requirements set forth in the clause of this contract DFARS 252.211-7003 Item Identification and Valuation, the Contractor shall provide a Unique Item Identifier for the parts identified in Attachment 0021. The Contractor shall report acquisition cost information only on end item costs, and not on each reportable line item, subline item, or exhibit line item. For items on Attachment 0021 identified as newly marked, UID requirements shall not apply to existing in-stock, on-order, in-process, rotatable or repairable pool items prior to the release date of the engineering change that added the component UII requirement. Engineering drawing changes incorporating UII marking will be treated as Class II changes with effectivities that are not time or A/C tail number specific, or soft effectivities if they do not effect form, fit or function.