

A. INCORPORATION OF FAR AND DFARS CLAUSES

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 Item" means a commercial item as defined in FAR 2.101.
 2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
 3. "Contract" means this contract.
 4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
 5. "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.
 6. "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.
 7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

Supplemental Term(s) Added:

Clause No.	Title	Date	Modifications
52.227-3	Patent Indemnity.	4/1/1984	N/A.
252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	None.
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States.	10/1/2015	Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the

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			Contracting Officer shall be made through Lockheed Martin.
52.245-9	Use and Charges.	4/1/2012	Communications with the Government under this clause will be made through Lockheed Martin.
252.211-7007	Reporting of Government-Furnished Property.	8/1/2012	Applies if Seller will be in possession of Government property for the performance of this contract.
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	N/A.
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	"Contracting Officer" means Lockheed Martin.

ARDEC Clauses

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52.223-4005 EXPLOSIVE MATERIAL HANDLING OCT/2010

- The Contractor shall comply with the requirements of the Department of the Army Pamphlet 385-64, Safety, Ammunition and Explosives Safety Program, in effect on the date of the solicitation for this contract.

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52.223-4002 SAFETY REQUIREMENTS FOR HAZARDOUS ITEMS OCT/2010

- The contractor shall use the safety data provided in the Hazardous Component Safety Data Sheets (HCSDS) to insure the safe handling of the energetic material. The HCSDS are in Section J of the contract.
- The contractor shall comply with Paragraph F, Chapter 1 of DOD 4146.26M, DOD Contractor's Safety Manual for Ammunition and Explosives. This requires the contractor to submit all site and construction plans through the local Defense Contract Management District Safety Office to the Contracting Officer for approval. The contractor must also submit changes for approval. Contractors will assure that their subcontractors follow the same procedures.
- Whenever the contractor uses a government facility, he shall comply with the local safety requirements of that facility.
- The contractor must obtain written approval from the Contracting Officer before the award of a subcontract involving explosives, propellants or pyrotechnic materials. When the contractor requests the Contracting Officer's approval, the Contracting Officer will arrange a Defense Logistics Agency preaward safety survey for each subcontractor.
- The contractor is responsible for decontaminating all facilities/equipment at the end of the contract unless the contractor intends to continue using the facilities/equipment for similar purposes. Any associated costs must be included as part of the contractor's proposal. The contractor must provide the Contracting Officer with a certification that all contaminated facilities/equipment have been decontaminated.
- The contractor is responsible for properly disposing of hazardous materials during this contract. If disposal is done on the subcontractor's site, the contractor must note this in his site plan per

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paragraph b, above. The Contracting Officer must approve a subcontractor prior to him performing disposal per paragraph d, above.

- The contractor will provide reports of accidents/incidents as required by Data Item DI-SAFT-81563. The government reserves the right to investigate any accident/incident under Chapter 2, Paragraphs F and G of DOD 4145.26M, DOD Contractor's Safety Manual for Ammunition and Explosives.

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52.223-4003 MATERIAL SAFETY DATA SHEETS (MSDS) OCT/2010

- The contractor shall send the Material Safety Data Sheets (MSDS) prior to award to the Contracting Officer and a copy with the first delivery of supplies to Commander, U.S. Army ARDEC, ATTN: Safety Division, IMPI-SO, Bldg. 351 S., Picatinny Arsenal, NJ 07806-5000, required by FAR 52.223-3, Hazardous Material Identification and Material Safety Data.
- Deliveries of any hazardous chemicals/materials will not be accepted when:
 - The applicable MSDS is not delivered with the first delivery of the supplies; and/or
 - The container label on the supplies is inadequate, unreadable, missing, or does not agree with the accompanying MSDS.

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52.223-4000 PHYSICAL SECURITY STANDARDS FOR SENSITIVE ITEMS OCT/2010

- When the contract contains sensitive conventional Arms, Ammunition and Explosives (AA&E) the contractor will be required to provide proper storage and accountability. These standards are set forth in Department of Defense (DOD) 5100.76-M, dated August, 2000, entitled "Physical Security of Sensitive Conventional Arms, Ammunition and Explosives".
- Prior to any contract being awarded, the contractor facility must first have a pre award Physical Security Inspection of their facility conducted by the Defense Security Service (DSS). See DOD 5100.76- M, Appendix 2, Attachment 1, for a listing of DSS regions. Contractor facilities, including any subcontractors, that do not meet all of the security requirements of DOD 5100.76-M will not be awarded a contract until such time as they correct all deficiencies noted in the DSS inspection.
- When the contract requires transportation of Sensitive Conventional AA&E, the standards set forth in Defense Transportation Regulation 4500.9-R., Defense Traffic Management, shall be followed.
- The following website is provided to obtain the publications identified above:
<http://www.dla.mil/J-6/DLSMO/elibrary/Manuals/regulations/asp>