

LOCKHEED MARTIN INVESTS: ORLANDO

Request for Proposal Submission Instructions

INTRODUCTION

Lockheed Martin is responsible for the execution of the LOCKHEED MARTIN INVESTS: ORLANDO program.

Questions regarding this program should be submitted to the following:

John Fontana

Small Business Lead, Applied Research
Lockheed Martin Missiles and Fire Control
5600 Sand Lake Road, Orlando, Florida 32819
Phone: 407-356-3968 Email: john.c.fontana@lmco.com

Jeremy P. Lovelace

Subcontract Lead
Lockheed Martin Missiles and Fire Control
5600 Sand Lake Road, Orlando, Florida 32819
Phone: 407-356-9230 Email: jeremy.p.lovelace@lmco.com

For technical questions about a topic, contact the topic authors listed for each topic. Only Lockheed Martin personnel will evaluate proposals.

PROPOSAL SUBMISSION

LOCKHEED MARTIN INVESTS: ORLANDO proposals will consist of a proposal cover sheet, technical volume and cost volume. The technical volume .pdf document has a 2-page limit. The cost volume .pdf document has a 1-page limit. Small businesses must submit their proposals to the Small Business Lead and Subcontract Points of Contact referenced within this document (John Fontana & Jeremy P. Lovelace).

Proposals must describe the "vision" or "end-state" of the research and the most likely strategy or transition path of the project from research to an operational or fielded capability.

Proposals must also describe how a high school or college student will be hired as an "intern" to support the research either prior to or after receiving the award. The intern must attend school within the Orlando metropolitan area, which includes the counties of Lake, Orange, Osceola and Seminole.

LOCKHEED MARTIN INVESTS: ORLANDO

EVALUATION CRITERIA

In general, proposals will be reviewed based on the following criteria:

- Overall merit
- Alignment with Lockheed Martin business interests
- Technology maturity
- Evidence of existing or potential DoD sponsorship
- Product affordability
- Product uniqueness
- Near and long-term required investment by Lockheed Martin

Lockheed Martin reserves the right to award, or not award, subcontracts for this effort solely at its own discretion for development/research that is judged to have potential applications in Lockheed Martin applications. This solicitation shall not create a relationship, contractual or otherwise, between Lockheed Martin and the Bidder, and Lockheed Martin shall not be liable for any expenses incurred by the Bidder in the preparation and submittal of its proposal in response hereto.

Key Dates

RFP Released	Feb. 5, 2020
NDA's Established with Submitting Small Businesses	Feb. 2020 – Mar. 2020
Tentative Small Business Industry Day	Mar. 11, 2020
RFP Closes and Proposals are Due	Apr. 20, 2020
Proposal Evaluations	Apr. 2020 – May 2020
Candidates Announced	May 2020
Verify Candidate Exostar Registration	May 2020 – June 2020
Purchase Orders Awarded	June 2020

ELIGIBILITY

Small businesses (bidders) must satisfy the following conditions to be eligible for award:

- (1) Small business must have a place of business located within the Orlando metropolitan area, which includes the counties of Lake, Orange, Osceola and Seminole.
- (2) Small business must be organized for profit and operate primarily within the United States.
- (3) Small business is legally considered either an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative.
- (4) Small business must be more than 50 percent directly owned and controlled by one or more individuals who are United States citizens or permanent resident aliens of the United States.
- (5) Small business must not have more than 500 employees.

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FOREIGN NATIONALS

If the bidder proposes to use a foreign national(s) [any person who is NOT a citizen or national of the United States, a lawful permanent resident, or a protected individual as defined by 8 U.S.C. 1324b (a) (3)] as key personnel, they must be clearly identified. For foreign nationals, you must provide country of origin, the type of visa or work permit under which they are performing and an explanation of their anticipated level of involvement on this project. Bidders shall ensure no Privacy Act information, beyond what is requested for foreign national disclosure, is included in this submittal.

Bidders are responsible for compliance to all ITAR, EAR and other Import/Export Regulations.

NON-DISCLOSURE AGREEMENTS

Non-Disclosure Agreements (NDA) will be established with all small businesses submitting proposals. If an NDA is not able to be established between Lockheed Martin and the small business, then the proposal will not be accepted. Small businesses must submit NDA requests to the following Subcontracts POC:

Jeremy Lovelace

Subcontract Lead

Lockheed Martin Missiles and Fire Control

5600 Sand Lake Road, Orlando, Florida 32819

Phone: 407-356-9230 Email: jeremy.p.lovelace@lmco.com

AWARD DETAILS

Small businesses may be selected to present their proposals to a committee and invited to attend an on-site LOCKHEED MARTIN INVESTS: ORLANDO event. The tentative location will be as follows:

Lockheed Martin Missiles and Fire Control

5600 Sand Lake Road

Orlando, FL 32819-8907

Small businesses that are selected for award may receive sums between \$15,000 and \$50,000, via a Firm Fixed Price (FFP) Purchase Order (PO), for a six-month period of performance. An interim progress report (due 90 days after contract award), brief non-proprietary summary report (due 30 days prior to contract end date), and final technical report (due at contract end date) will also be required.

Selection as one of the award winners does not guarantee future work with Lockheed Martin.

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PROPOSAL CHECKLIST

This is a checklist of the proposal submission requirements. Please review the checklist to ensure that your proposal meets these requirements.

- The proposal addresses an effort up to **\$50,000** with up to a six-month duration.
- The proposal is limited to only **ONE** topic.
- The technical content of the proposal includes the items identified in the topic description.
- Proposals have three (3) sections: Proposal Cover Sheet, Technical Volume and Cost Volume.
- The **Proposal Cover Sheet** has a 1-page limit and includes the following:
 - Proposal Title
 - Small Business Name
 - Small Business Technical POC Name
 - Small Business Technical POC Email
 - Small Business Technical POC Phone Number
 - Small Business Number of Employees
 - Small Business 2018 & 2019 Revenue
 - Non-Proprietary Technical Abstract not to exceed 250 words that is intended for public viewing.
- The **Technical Volume** .pdf document has a 2-page limit and includes the following:
 - Problem being solved
 - Alignment with Lockheed Martin
 - Novel aspects of proposed solution
 - Scientific and engineering viability
 - Technology maturation plan
 - Team composition
 - Listing of proposed tasks and data item deliverables proposed by the bidder
 - The proposal should describe the "vision" or "end-state" of the research and the most likely strategy or path for transition of the technology from research to operational deployment.
 - The proposal should describe how a high school or college student will be hired as an "intern" to support the research either prior to or after receiving the award. The intern must attend school within the Orlando metropolitan area, which includes the counties of Lake, Orange, Osceola and Seminole.
 - If applicable, Foreign Nationals that will work on the project are to be identified in the proposal.
- The **Cost Volume** .pdf document shall provide the bidders proposed cost breakdown for the effort proposed has a 1-page limit and covers the six-month award duration. Bidders intending to contract to lower-tier suppliers, shall identify in their proposals (1) the amount of the bidders indirect costs and profit applicable to the work to be performed by the lower-tier supplier(s) and (2) a description of the value added by the bidder as related to work to be performed by the lower-tier supplier(s).

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LOCKHEED MARTIN GENERAL PROVISIONS

- Lockheed Martin purchase orders include Lockheed Martin General Provisions contained in the tailored CORPDOC1 (located on pages 13 - 28).
- Lockheed Martin Proposal Requirements for this effort (located on pages 29 - 31).
- Lockheed Martin reserves the right to request that bidders selected for PO award will be required to respond to a formal Lockheed Martin Request for Proposal.
- Successful candidates must establish a supplier profile in the Exostar Partner Information Manager (PIM) System. Nominal annual fees will apply for access to Exostar and are not allowable as a direct cost for this effort.
- Successful candidates must complete the Cybersecurity Maturity Model Questionnaire (CSQ) and National Institute Standard Technology (NIST) Questionnaire in the Exostar Partner Information Manager (PIM) System. Completed CSQ and NIST Questionnaires should be current (updated within past 12 months) and reflect supplier's current posture with respect to the controls identified therein.

SUBMISSION OF INTERIM PROGRESS REPORT

All award winners must submit an interim progress report 90 days after contract award. The interim progress report is unclassified and can contain proprietary (appropriately marked) information. It should include the following:

- A summary of interim results
- A description of the technology being developed
- The anticipated applications/benefits for use

The interim progress report should not exceed 2 pages. The interim progress report is due 90 days after contract award.

SUBMISSION OF NON-PROPRIETARY SUMMARY REPORT

All award winners must submit a non-proprietary summary report at the end of their project. The summary report is unclassified, non-sensitive and non-proprietary and should include the following:

- A summation of results
- A description of the technology being developed
- The anticipated applications/benefits for use
- An image depicting the developed technology

The non-proprietary summary report should not exceed 700 words and is intended for public viewing. This summary report is in addition to the required final technical report. The summary report is due 30 days prior to contract end date.

SUBMISSION OF FINAL TECHNICAL REPORT

LOCKHEED MARTIN INVESTS: ORLANDO

All award winners must submit a final technical report at the end of their project. The final technical report is unclassified and can contain proprietary (appropriately marked) information. It should include the following:

- A detailed summation of results
- A detailed description of the technology being developed
- The anticipated applications/benefits for use
- Images, photographs and artwork depicting the developed technology

The final technical report should not exceed 10 pages. The final technical report is due by the contract end date.

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- MFC2020-001 Infrared Passive Wavefront Sensing
- MFC2020-002 Ground Vehicle EOIR Threat Detection
- MFC2020-003 Artificial Intelligence (AI) and Machine Learning (ML) Mission Planner and Management Tool
- MFC2020-004 Autonomous Swarm Decision Making
- MFC2020-005 Anti-Tank Guided Missile Team Detection and Recognition

LOCKHEED MARTIN INVESTS: ORLANDO

Topic Descriptions

MFC2020-001 TITLE: Infrared Passive Wavefront Sensing

TECHNOLOGY AREA(S): Electronics

ITAR: The technology within this topic is restricted under the International Traffic in Arms Regulation (ITAR), which controls the export and import of defense-related material and services. Offerors must disclose any proposed use of foreign nationals, their country of origin, and what tasks each would accomplish.

OBJECTIVE: There is a need for the capability to passively sense the wavefront error caused by turbulence in the air pathway between an Infrared aperture and a target or scene. The laser source used in traditional active methods for wavefront sensing adds significant complexity and cost to the system. The capability is targeted for SWIR – MWIR bands. Sensing of phase errors $> 2 \pi$ is desired.

DESCRIPTION: There are a variety of applications for passive wavefront sensing. These include image enhancement and Laser Weapon System (LWS) wavefront correction. Single waveband, multi-band operation and extrapolative methods all have utility. The sensor and/or its processing does not need to stand alone in terms of packaging; it is envisioned to be part of an overall system.

KEYWORDS: Laser Weapon Systems, Directed Energy, adaptive optics, wavefront sensor

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MFC2020-002 TITLE: Ground Vehicle EOIR Threat Detection

TECHNOLOGY AREA(S): Information Systems, Sensors, Weapons

ITAR: The technology within this topic is restricted under the International Traffic in Arms Regulation (ITAR), which controls the export and import of defense-related material and services. Offerors must disclose any proposed use of foreign nationals, their country of origin, and what tasks each would accomplish.

OBJECTIVE: Develop an EO/IR sensor capable of detecting incoming threats to ground fighting vehicles as part of a modular protection system to cue other sensors and direct countermeasures to defeat the threat. It is also desirable for the sensor to support situational awareness for the vehicle crew.

DESCRIPTION: Sensor solutions can be a singular package or distributed but must provide hemispherical coverage. The sensor must be able to rapidly and reliably detect threat launch at a manageable false detection rate. Uncooled sensor solutions offer advantages in cost and reliability especially when distributed, but a single cooled sensor may also be able to achieve performance and cost goals. Full sensing solutions (sensor and algorithms/processing) or partial solution (just the sensor hardware) are both of interest.

KEYWORDS: missile warning, active protection system, EOIR, MWIR

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MFC2020-003 TITLE: Artificial Intelligence (AI) and Machine Learning (ML) Mission Planner and Management Tool

TECHNOLOGY AREA(S): Artificial Intelligence (AI) and Machine Learning (ML)

ITAR: The technology within this topic is restricted under the International Traffic in Arms Regulation (ITAR), which controls the export and import of defense-related material and services. Offerors must disclose any proposed use of foreign nationals, their country of origin, and what tasks each would accomplish.

OBJECTIVE: Develop an Artificial Intelligence (AI) and Machine Learning (ML) based Mission Planner and Management tool that is based on initial analysis of various mission plans to determine where and how AI techniques could significantly benefit the mission planning and management process, including how to validate and verify autonomous performance.

DESCRIPTION: There are areas within the mission planning process, such as automatic identification of optimized mission plans/tactics and contingencies, that can benefit from automation using AI and ML techniques. This effort should determine a method to leverage advantages of AI and ML and develop a tool to optimize tactics development and mission effectiveness scoring.

KEYWORDS: Mission Planning, Tactics Mining, Artificial Intelligence, Machine Learning

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MFC2020-004 **TITLE: Autonomous Swarm Decision Making**

TECHNOLOGY AREA(S): Autonomous Systems

ITAR: The technology within this topic is restricted under the International Traffic in Arms Regulation (ITAR), which controls the export and import of defense-related material and services. Offerors must disclose any proposed use of foreign nationals, their country of origin, and what tasks each would accomplish.

OBJECTIVE: Develop autonomous capabilities that allow teams of unmanned air systems (UAS) to make decisions independently to satisfy operator-provided mission objectives in complex, uncertain, denied environments. Demonstrate capabilities via simulation.

DESCRIPTION: This topic seeks to expand reusable software infrastructures and libraries for autonomous behaviors to support diverse military missions. The performer will develop new algorithms that provide UAS with resilient autonomous behaviors and planning services that are compatible with defined interface control documents (software ICDs). The algorithms should promote operational resilience and must be capable of managing unexpected circumstances (including unexpected threats and unexpected adversary/non-combatant maneuvers) as well as losses of capability due to UAS damage, unexpected system/subsystem failures, and attrition.

Performer produced software must be capable of satisfying operator-provided objectives and rules of engagement by generating appropriate, real-time tactical decisions without further operator involvement (e.g., search for and track all vessels in a given area, never approach within 10 miles of a vessel). Algorithms should consider:

- Coordinating teams of as few as two and as many as tens-to-hundred UAS to respond to maneuvers and threats from as many as tens of adversaries.
- Operating in denied environments in which communications are limited and full connectivity between UAS may not exist for periods of an engagement.
- Guaranteeing that a priori operator-provided rules of engagement are not violated.
- Rules of engagement may include geospatial, temporal, and behavioral constraints.
- Supporting coordination between heterogeneous teams in which UAS may include different payloads, communications transceivers, and mobility characteristics.

Example behaviors could include, but not limited to: (a) Quickly and accurately geo-locating and identifying emitters using passive RF sensors and limited communication paths between vehicles, (b) communication management in limited communication environments, (c) contingency management schemes to address pop-up threats/obstacles, or (d) collaborative autonomous fusion algorithms/common world models to generate a common operating picture among a group of UAS

KEYWORDS: Unmanned Systems, Collaborative Autonomy, Autonomous Behaviors

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MFC2020-005 **TITLE: Anti-Tank Guided Missile Team Detection and Recognition**

TECHNOLOGY AREA(S): Video Analytics

ITAR: The technology within this topic is restricted under the International Traffic in Arms Regulation (ITAR), which controls the export and import of defense-related material and services. Offerors must disclose any proposed use of foreign nationals, their country of origin, and what tasks each would accomplish in the statement of work in accordance with section 5.4.c.(8) of the Announcement.

OBJECTIVE: There is a need for reliable Anti-Tank Guided Missile (ATGM) team recognizers to notify gunners and attack squads of possible tank threats in the battlefield.

DESCRIPTION: ATGM Team detection and recognition is an important capability for tankers and munitions to be able to protect tanks within a battlefield. These teams pose a dangerous threat to the warfighter, and the ability to detect and recognize them at reasonable distances from IR imagery would provide an invaluable tool for tank survival. This effort should focus on detecting ATGM teams or suitable surrogates and differentiating these types of teams from general soldiers out in the field.

KEYWORDS: IR, ATGM Teams, Detection, Recognition

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LOCKHEED MARTIN CORPORATION

CORPDOC 1

GENERAL PROVISIONS FOR COMMERCIAL SUBCONTRACTS/PURCHASE ORDERS

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

- (a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State from which this Contract is issued by LOCKHEED MARTIN, without regard to its conflicts of laws provisions. SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.
- (b) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017).
- (c) SELLER shall make available to LOCKHEED MARTIN all Safety Data Sheets for any material provided to LOCKHEED MARTIN, or brought or delivered to LOCKHEED MARTIN or its customer's premises in the performance of this Contract as required by applicable law, such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

(d) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012) (BPR).

(1) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of SELLER's Work or substances in SELLER's Work in the EEA, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.

(2) SELLER shall timely respond to any request from LOCKHEED MARTIN with all relevant information on the Work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, SELLER shall provide all information necessary for LOCKHEED MARTIN and any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.

(3) SELLER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by LOCKHEED MARTIN. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if LOCKHEED MARTIN is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of LOCKHEED MARTIN against SELLER. LOCKHEED MARTIN shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

4. CHANGE IN CONTROL OF SELLER

Prior to a potential change of control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change of control, SELLER will promptly notify LOCKHEED MARTIN in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as LOCKHEED MARTIN may request, consistent with applicable law and confidentiality restrictions.

5. CHANGES

(a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, LOCKHEED MARTIN shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from LOCKHEED MARTIN. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, LOCKHEED MARTIN shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

6. CONTRACT DIRECTION

(a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the LOCKHEED MARTIN Procurement Representative.

7. COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to LOCKHEED MARTIN under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to LOCKHEED MARTIN directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM

authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of LOCKHEED MARTIN.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify LOCKHEED MARTIN with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by LOCKHEED MARTIN, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHEED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHEED MARTIN may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

8. DEFAULT

(a) LOCKHEED MARTIN, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as LOCKHEED MARTIN may authorize in writing) to cure any such failure after receipt of notice from LOCKHEED MARTIN. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. LOCKHEED MARTIN may require SELLER to deliver to LOCKHEED MARTIN any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the

terminated portion of this Contract. LOCKHEED MARTIN and SELLER shall agree on the amount of payment for these other deliverables.

(c) Upon the occurrence and during the continuation of a default, LOCKHEED MARTIN may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

9. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(b) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION, acting through its companies or business units, as identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract, then "LOCKHEED MARTIN" means that subsidiary or affiliate.

(c) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.

(d) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

(e) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

10. DISPUTES

(a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. **Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.**

(b) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

11. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

12. EXPORT CONTROL

(a) SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

(b) SELLER shall notify LOCKHEED MARTIN if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing LOCKHEED MARTIN any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the LOCKHEED MARTIN Procurement Representative the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the LOCKHEED MARTIN Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.

(c) SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible LOCKHEED MARTIN's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from LOCKHEED MARTIN and verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the Trade Control Laws using any or all of LOCKHEED MARTIN's technical data and/or hardware. Upon LOCKHEED MARTIN's request, SELLER shall demonstrate to LOCKHEED MARTIN's reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for LOCKHEED MARTIN, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also promptly notify LOCKHEED MARTIN if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with LOCKHEED MARTIN in any investigation of such failure to comply.

(d) SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United

Kingdom (collectively, "Restricted Party Lists"). SELLER shall immediately notify the LOCKHEED MARTIN Procurement Representative if SELLER, or any parent, subsidiary or affiliate of SELLER becomes listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

(e) If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(f) Where SELLER is a party to or signatory under a LOCKHEED MARTIN Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require LOCKHEED MARTIN to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to LOCKHEED MARTIN all information and documentation as may reasonably be required for LOCKHEED MARTIN to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Contract.

(g) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by LOCKHEED MARTIN, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.

(h) SELLER shall include paragraphs (a) through (g) and this paragraph (h) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to LOCKHEED MARTIN. SELLER shall immediately notify LOCKHEED MARTIN upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.

(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

13. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

14. FURNISHED PROPERTY

(a) LOCKHEED MARTIN may, by written authorization, provide to SELLER property owned by either LOCKHEED MARTIN or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify LOCKHEED MARTIN of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.

(d) At LOCKHEED MARTIN's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by LOCKHEED MARTIN.

15. GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier.

16. INDEMNITY

SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

17. INDEPENDENT CONTRACTOR RELATIONSHIP

SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to LOCKHEED MARTIN.

18. INFORMATION ASSURANCE

(a) Information provided by LOCKHEED MARTIN to SELLER remains the property of LOCKHEED MARTIN. SELLER shall comply with the terms of any proprietary information agreement with LOCKHEED MARTIN and comply with all proprietary information markings and restrictive legends applied by LOCKHEED MARTIN to anything provided hereunder to SELLER. SELLER shall not use any LOCKHEED MARTIN provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of LOCKHEED

MARTIN. SELLER shall maintain data protection processes and systems sufficient to adequately protect LOCKHEED MARTIN provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

(c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

19. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to LOCKHEED MARTIN without prior execution of a proprietary information agreement by the parties.

20. INSPECTION AND ACCEPTANCE

(a) LOCKHEED MARTIN and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. LOCKHEED MARTIN's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, LOCKHEED MARTIN may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of LOCKHEED MARTIN necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

21. INSURANCE

(a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:

- (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
- (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
- (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as LOCKHEED MARTIN may require;
- (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as LOCKHEED MARTIN may require; and
- (5) Such other insurance as LOCKHEED MARTIN may require.

(b) SELLER shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

22. INTELLECTUAL PROPERTY

Paragraph (a) is NOT applicable for commercial off-the-shelf Work unless such Work is modified or redesigned pursuant to this Contract.

(a) Any Intellectual Property conceived, developed or otherwise generated in the performance of this Contract shall be owned by SELLER. If requested by LOCKHEED MARTIN, SELLER agrees to negotiate in good faith the terms of a mutually agreeable license to said Intellectual Property with LOCKHEED MARTIN. **(b) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.**

(c) (d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to LOCKHEED MARTIN pursuant to this Contract shall become the sole property of LOCKHEED MARTIN.

(e) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

23. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

24. OFFSET CREDIT/COOPERATION

This Contract has been entered into in direct support of LOCKHEED MARTIN's international offset programs. All offset benefit credits resulting from this Contract are the sole property of LOCKHEED MARTIN to be applied to the offset program of its choice. SELLER shall assist LOCKHEED MARTIN in securing appropriate offset credits from the respective country government authorities.

25. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

26. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1) LOCKHEED MARTIN's receipt of SELLER's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.

(c) LOCKHEED MARTIN shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

27. PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to LOCKHEED MARTIN. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by SELLER to LOCKHEED MARTIN at least six months in advance.

28. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

29. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to LOCKHEED MARTIN and its customers.

30. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of LOCKHEED MARTIN. SELLER shall not use "Lockheed Martin," "Lockheed Martin Corporation," or any other trademark or logo owned by LOCKHEED MARTIN, in whatever shape or form, without the prior written consent of LOCKHEED MARTIN.

31. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for three (3) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or LOCKHEED MARTIN upon request.

32. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

33. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LOCKHEED MARTIN, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

34. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

35. TERMINATION FOR CONVENIENCE

(a) LOCKHEED MARTIN reserves the right to terminate this Contract, or any part hereof, for its convenience. LOCKHEED MARTIN shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of LOCKHEED MARTIN using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.

(b) In no event shall LOCKHEED MARTIN be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.

(c) SELLER shall continue all Work not terminated.

36. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other

difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.

37. TRAVEL COSTS

(a) All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by LOCKHEED MARTIN unless such travel is expressly authorized in writing in advance by LOCKHEED MARTIN's Procurement Representative.

(b) When travel is authorized under this Contract, SELLER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

38. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to LOCKHEED MARTIN in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain LOCKHEED MARTIN's prior written consent before using or delivering such FLOSS in connection with this Contract. LOCKHEED MARTIN may withhold such consent in its sole discretion.

(c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates LOCKHEED MARTIN to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

39. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

40. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or repro cure the non-conforming Work at SELLER's expense. All warranties shall run to LOCKHEED MARTIN and its customers.

41. WORK ON LOCKHEED MARTIN AND THIRD PARTY PREMISES

(a) "Premises" as used in this clause means premises of LOCKHEED MARTIN, its customers, or other third parties where Work is being performed.

(b) SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without LOCKHEED MARTIN's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-LOCKHEED MARTIN related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-LOCKHEED MARTIN related mail through LOCKHEED MARTIN's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without LOCKHEED MARTIN's written permission or as permitted by law; and (viii) follow instruction from LOCKHEED MARTIN in the event of an actual or imminent safety or environmental hazard on Premises.

(c) All persons, property, and vehicles entering or leaving Premises are subject to search.

(d) SELLER shall promptly notify LOCKHEED MARTIN and provide a report of any accidents or security incidents involving loss of or misuse or damage to LOCKHEED MARTIN, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

(e)(1) Prior to entry on Premises, SELLER shall coordinate with LOCKHEED MARTIN to gain access. SELLER shall provide information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

(2) SELLER personnel requiring access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED MARTIN through the LOCKHEED MARTIN Contractor Screen Program, or otherwise screened by SELLER in a manner satisfactory to LOCKHEED MARTIN.

(f) SELLER shall ensure that SELLER personnel: (i) do not remove LOCKHEED MARTIN, customer, or third party assets from Premises without LOCKHEED MARTIN authorization; (ii) use LOCKHEED MARTIN, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by LOCKHEED MARTIN; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. LOCKHEED MARTIN may periodically audit SELLER's data residing on LOCKHEED MARTIN, customer, or third party assets on Premises.

(g) LOCKHEED MARTIN may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.

(h) Violation of this clause may result in termination of this Contract in addition to any other remedy available to LOCKHEED MARTIN at law or in equity. SELLER shall reimburse LOCKHEED MARTIN, customer, or third party for any unauthorized use of LOCKHEED MARTIN, customer, or third party assets.

(i) SELLER shall advise the LOCKHEED MARTIN Procurement Representative of any unauthorized direction or course of conduct.

(j) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.

Lockheed Martin Solicitation Statements

1. Lockheed Martin is not obligated to pay any costs incurred by the Offeror in preparing or submitting the offer.
2. Lockheed Martin requests the Offeror's most favorable prompt payment discount terms.
3. Quote all nonrecurring costs separately.
4. The award will be made to the Offeror that in Lockheed Martin's judgment submits the best overall offer.
5. Identify any drawings, data, and data rights that are proprietary. Lockheed Martin will not receive or provide proprietary information without an executed Proprietary Information Agreement.
6. Offerors producing products where the country of origin is outside the U.S. or its territories and possessions must identify the place of production or performance in the offer.
7. Offerors providing products with an origin outside the U.S. or its territories and possessions must identify ozone-depleting chemicals used to manufacture the products.
8. Offerors providing products containing ozone-depleting chemicals must label the products in accordance with federal law.
9. All communication concerning Lockheed Martin's solicitation or the Offeror's bid shall be made through the authorized buyer identified in this solicitation. Unauthorized contacts are a basis for disqualification.
10. RESERVED
11. RESERVED
12. RESERVED
13. The FOB point is Origin if applicable
14. Lockheed Martin reserves the right to award the contract without discussing the offer.
15. Offerors must not disclose any information in the solicitation to anyone who does not need to know.
16. Inform Lockheed Martin of any shipments associated with this project. No shipments originating from off-shore of the United States.
17. You are requested to submit your responses and inquiries via electronic means (email, PDF documents, compact disks, etc.).
18. RESERVED
19. RESERVED
20. The Lockheed Martin Terms and Conditions that apply to this solicitation and any resultant contract are: **CORPDOC 1 2019 (Tailored)**. Offeror's proposal should include an affirmative statement that Offeror agrees that said terms and conditions will be applicable to any resultant contract. Failure by Offeror to include this statement may render Offeror's

proposal nonresponsive and ineligible for award. Lockheed Martin Terms and Conditions are available at: <https://www.lockheedmartin.com/en-us/suppliers/documentation.html> (or as designated within the solicitation).

21. Lockheed Martin is not obligated to make any award as a result of this solicitation.
22. Consistent with our values and our commitment to setting the highest standards, Lockheed Martin has established a sustainability strategy that integrates environmental, social and governance stewardship principles into our Company's business lifecycle. In all three facets, our suppliers represent a key partner in achieving success in sustainability. Please visit our Sustainable Supply Chain Management website at <https://www.lockheedmartin.com/en-us/suppliers/documentation.html> and our Sustainability Report to learn more about Lockheed Martin's objectives and how they can partner with us to drive responsible growth and raise standards. Suggestions or questions regarding our sustainability strategy can be sent to sustainability.lm@lmco.com.
23. RESERVED
24. RESERVED
25. By submission of its offer, the Offeror represents that it:

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of any resulting contract

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of any resulting contract and

(c) Has notified its employees and subcontractors of:

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier and

(2) For Department of Defense contracts only, employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

In addition, if your anticipated award value is expected to exceed \$500K (including options) you must submit a completed Combating Trafficking in Persons Supplier Certification, RF 365 available at: <https://www.lockheedmartin.com/en-us/suppliers/documentation.html>

26. ITAR/EAR Disclosure - Lockheed Martin is sending a solicitation to your firm which may contain technical data controlled under the United States International Traffic in Arms Regulation (ITAR) (22 CFR 120 - 130) or the Export Administration Regulations (EAR) (15 CFR 730 - 774). Such solicitation may also require the further provision of technical data (including software), hardware and/or a defense service at a future date(s).

The ITAR requires that Department of State approval be obtained prior to the release of any technical data (including software), hardware, or the provision of a defense service, which is controlled under the U.S. Munitions List (22 CFR 121) to a Foreign Person.

Under ITAR, 22 CFR 120.16, a Foreign Person is defined as:

"... any natural person who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g. diplomatic missions)."

Similarly, the EAR requires that Department of Commerce approval be obtained prior to the release of any technical data, software, hardware or assistance for items controlled under the Commerce Control List (15 CFR 774).

It is imperative for your firm and your U.S. lower tier suppliers to comply with these requirements before data, software, hardware, or the provision of a defense service controlled under the ITAR or the EAR is transmitted/provided to any foreign person. If assistance is required concerning these regulations, contact the Departments of State and/or Commerce for additional information and guidance.

27. RESERVED

28. If the solicitation identifies NAICS code(s) for the product(s) or service(s) being procured, ensure your Exostar profile 1) contains the NAICS code(s) identified on the solicitation and 2) has the proper business size for each NAICS code. If the solicitation identifies incorrect NAICS codes, contact the Lockheed Martin Buyer.

29. Lockheed Martin reserves the right to limit the number of offerors considered in the competitive range for efficiency.

30. Technical Data furnished by Lockheed Martin shall be returned to Lockheed Martin or destroyed at completion of work. A written certification of destruction will be required. Any data transferred must comply with all applicable U.S. laws and regulations regarding the export or import of technical data.

31. Offeror(s) shall complete the List of Technical Data and Computer Software To be Delivered with other than Unlimited Rights, F 360 available at: <https://www.lockheedmartin.com/enus/suppliers/documentation.html>.

32. Supplier must complete the Cybersecurity Maturity Model Questionnaire (CSQ) in the Exostar Partner Information Manager (PIM) System. Completed CSQ should be current (updated within past 12 months) and reflect supplier's current posture with respect to the controls identified therein.

33. Supplier must complete the Cybersecurity Maturity Model Questionnaire (CSQ) and National Institute Standard Technology (NIST) Questionnaire in the Exostar Partner Information Manager (PIM) System. Completed NIST Questionnaire should be current (updated within past 12 months) and reflect supplier's current posture with respect to the controls identified therein.

34. Offers may also propose alternate delivery schedules that may be more economical or advantageous.