



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS

UNDER

NAVAIR Contract for Spares
Contract Number N00019-13-C-0152

Generated Using Lockheed Martin CorpDocs 2013 Version

18 October 2013

Original

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. The following FAR, DFARS, and NAVAIR clauses are added:

FAR 52.209-5 Certification Regarding Responsibility Matters (APR 2010)

FAR 52.230-2 Cost Accounting Standards (MAY 2012) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.232-17 Interest (OCT 2010) ("Government" means "Lockheed Martin.")

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

FAR 52.246-24 ALT I (APR 1984) (Alternate I - Limitation of Liability High-Value Items Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items.")

DFARS 252.204-7000 Disclosure of Information (DEC 1991) (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Material (APR 2012) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013) (Applies if Seller is furnishing any of the items covered by this clause.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin.")

DFARS 252.244-7000 Subcontracts for Commercial Items (JUN 2013)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.247-7023 ALT III Transportation of Supplies by Sea (MAY 2002) (In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted. If this contract is less than \$150,000 only paragraphs (a) through (e) and paragraph (h) of the clause applies.)

NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)
(Communications with the Contracting Officer shall be made through Lockheed Martin. In paragraph (b), 10 days is changed to 20 days.)

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)
(Applies if Seller will make shipments under this contract directly to the Government.)



NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

2. The following Special Contract Requirements (H clauses) are added:

None

3. Summary of Changes:

None – Original Version