

LOCKHEED MARTIN CORPORAT

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

**FASTER SUBCONTRACT TERMS FOR
CONTRACT NUMBER FA8611-08-C-2897
(Formerly FA8611-06-R-2897 and UCA portion of FA8611-05-C-2850)**

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January 2, 2013

Revision 7

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract, Purchase Order or Schedule Agreement. Unless otherwise limited in this Contract, Purchase Order or Schedule Agreement each document applies in its entirety.

In the event of a conflict between the version or date of a clause set out in this documents 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.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

1. The dates of the following FAR and DFARS clauses are modified as follows:

RESERVED

2. The following FAR, DFARS, AFFARS AND AFMC FARS clauses are added:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007) (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

FAR 52.228-3 Worker's Compensation Insurance (Defense Base Act) (APRT 1984)
Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003)

Applicable if the subcontract is a services cost reimbursement contract performed in whole or part in New Mexico and authorizes the subcontractor to acquire tangible personal property as a direct cost under the contract and title to such property passes directly to and vests in the United States upon delivery of property by the supplier. In paragraph (d) "Government" means "Lockheed Martin or Government," and the blank in paragraph (g) is replaced with "the procuring agency under the prime contract."

- **Base Support:** When this contract is a cost, cost-reimbursement, time-and- materials, or labor hour contract, Seller agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve Seller from this restriction. **Communications with the Government under this clause shall be made through Lockheed Martin.**

FAR 52.246-15 Certificate of Conformance (APR 1984). Notes 2 and 4 apply.

DFAR 252.208-7000 Intent to Furnish Precious Metals as Government Furnished Materials (Dec 1991)

DFAR 252.211-7006 Radio Frequency Identification (FEB 2007) Applicable if Seller will make direct shipments meeting criteria at FAR 211.275 to the USG of items covered by the clause.

DFAR 252.222-7000 Restrictions on Employment of Personnel (Mar 2000) Para (a) insert Alaska and Hawaii.

DFAR 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993). Applicable if Seller is performing on a DoD installation. "Government" means "Lockheed Martin and the Government."

DFAR 252.225-7004 Report of Intended Performance Outside the U.S. and Canada – Submission After Award (MAY 2007)

DFAR 252.225-7012 Preference for Certain Domestic Commodities (JAN 2007)

DFAR 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the U.S. (JUN 2006) This clause 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 Contracting Officer shall be made through Lockheed Martin.

DFAR 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) 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.

DFAR 252.242-7005 Cost/Schedule Status Report (MAR 2005). Applicable if this subcontract is other than firm fixed price, is 12 months or more in duration, and has critical or significant tasks related to the prime contract. Communication between Seller and the Government shall be made through Lockheed Martin.

- **Base Support:** When this contract is a cost, cost-reimbursement, time-and- materials, or labor hour contract, Seller agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve Seller from this restriction. **Communications with the**

Government under this clause shall be made through Lockheed Martin

DFAR 252.246-7003 Notice of Potential Safety Issues (JAN 2007) Seller shall provide notifications under this clause to Lockheed Martin and the Contracting Officer identified to Seller.

AFMC FARS 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997). (Applicable to each subcontract over \$1 million or 10 percent of prime contract value, whichever is less).

(a) The Air Force has entered into contracts with Lockheed Martin for services to provide F22 Sustainment services which will require Seller support in major support areas, including but not limited to, technical, evaluation and acquisition management support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks.

(c) In the performance of this subcontract, the SELLER agrees to cooperate with Lockheed Martin and the US Government as follows(such listing is by way of example, but not limitation): responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the subcontractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to subcontractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support subcontractor technical personnel).

(d) The Seller further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Seller. This agreement does not relieve the Seller of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Subcontractor personnel are not authorized to direct a Contractor in any manner. (f) Service subcontracts contain an organizational conflict of interest clause that requires the service subcontractors to protect the data and prohibits the service subcontractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Seller nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003). The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) This clause applies if Seller will perform work on a government installation. "Contracting Officer" means "Lockheed Martin."

AFMC FARS 5352.227-9000 EXPORT-CONTROLLED DATA REST (1997) ALTERNATE 1 (JUL 1997). "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.237-9001 REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES (Oct 2004) This clause applies if SELLER is providing essential DoD Contractor Services as defined by DoD Instruction (DoDI) 3020.37. The blank in paragraph (b) is completed with "thirty (30) days." "Contracting Officer" means Lockheed Martin."

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUGUST 2007). (Applicable if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL- AFRL (AUG 2004) (TAILORED) Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.

AFMC FARS 5352.245-9001 Government-Furnished Property/Contractor Requisitioning (Jul 1997) Applicable if Government or Lockheed Martin property will be furnished to Seller and then appropriate provisions identifying the property must be included in the subcontract.

3. The following Section H is added:

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

For purposes of this Section H, "Government" means the United States Government.

H001 DEFERRED DELIVERY OF TECHNICAL DATA (OCT 2006)

(a) The requirement for TDPs under EMD/PALS subcontract is transferred to this subcontract. The Government may choose to order the EMD TDPs under this contract in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."

(b) Seller remains responsible to maintain the currency of their drawings and associated lists, provide access to the F-22Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with paragraph (a) above.

(c) Seller agrees that the Government's rights in any EMD data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

H002 RELEASE OF INFORMATION

Seller shall obtain approval through Lockheed Martin, from the Aeronautical Systems Center Public Affairs Office (ASC/PA) 60 days prior to release of any information relating to this contract. Seller shall also include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- a. News releases, articles, brochures, advertisements, and professional papers - 3 copies
- b. Videos- 3 copies (scene description, narrative, or script is required with video)/transcripts–12 copies
- c. Briefings, speeches, symposia presentations - 3 copies
- d. Photographs - 1 original and 5 legible photocopies
- e. CD ROMs - 3 copies (include a printed list of contents)
- f. Send release of information requests to:

ASC/PA
 1865 Fourth Street, Suite 15
 Wright-Patterson AFB OH 45433-7129

- g. Seller shall include a statement indicating the project or effort depicted was or is sponsored by: Aeronautical Systems Center, Wright-Patterson AFB OH 45433-7129

H003 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION

Seller must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Seller shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the Lockheed Martin within 10 days of proposal submission. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. Lockheed Martin will route the DD Form 1494 through the Administrative Activity Quality Control Office in accordance with AFI 33-118. Upon verification of frequency requirements, the subcontractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request". Attention is directed to DFARS 252.235-7003, Frequency Authorization and its ALT 1.

H004 CONTRACTOR IDENTIFICATION

(a) Seller personnel and their subcontractors must identify themselves to the U.S. Government as subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Seller -occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Seller supplied signs, name plates or other identification, showing that these are work areas for Seller personnel.

H05 NEW MATERIAL

Unless specified elsewhere in this contract or attachments incorporated by reference, Lockheed Martin written approval is required before using “other than new material”.

Revision actions for January 2, 2013 release of PSFD.

1. Document re-formatted to numerically align the various regulations
2. Corrected reference to use of Corp Doc 3A, This PSFD is not limited to 3A.