

LOCKHEED MARTIN CORPORATION

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

KC-10 Contractor Logistics Support Engine Support Contract FA8105-17-D-0002

For Use with January 2014 Lockheed Martin Corpdocs

**Revision D
April 27, 2021**

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., Corpdoc 2), into subcontracts issued under the KC-10 Contractor Logistics Support (CLS) Engine Support Contract FA8105-17-D-0002. These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

1. The following FAR and DFARS clauses are added:

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2014)

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Applicable to subcontracts for services in excess of \$150,000; not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014) (Applies 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. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause) **The overhaul of fan mid shafts is exempt from Service Contract Act requirements in FAR Part 52.222-41.**

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) (Applies if this subcontract is subject to [FAR 52.222-41](#). The information contained in the blanks of this clause is specified elsewhere in this contract).

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)
"Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MAY 2014)

"Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

FAR 52.245-9 USE AND CHARGES (APR 2012)

Communications with the Government under this clause will be made through Lockheed Martin.

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

DFARS 252.204-7020 (NOV 2020) NIST SP 800-171 DoD Assessment Requirements (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

DFARS 252.225-7036 BUY AMERICAN -- NORTH AMERICAN FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM (DEC 2016)

DFARS 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAY 2014) (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.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

"Contracting Officer" means Lockheed Martin.

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)

"Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

"Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012)

All communication with the government required by this clause shall be conducted through Lockheed Martin.

2. The following H-Clauses are added:

H001 - RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL

(a) The Government reserves the right to perform or supplement performance of contract functions with Government personnel during periods of disaster, war emergencies, police actions, or acts of God and in the event of a labor strike by the contractor or subcontractor's employees which impairs the contractor's ability to satisfactorily perform the contract.

(b) In such events, the services shall be performed exclusively by the Air Force employees and not a mix of Air Force and non-striking contractor and subcontractor employees. Under such circumstances, and at the direction of Lockheed Martin Aeronautics' Supply Chain Representative, the subcontractor agrees to remove its employees from the performance site and not to interfere in any way with the government performance. The subcontractor further agrees under such circumstances to permit the government to use any essential subcontractor-furnished property. The government shall equitably compensate the subcontractor for use of such property.

(c) The subcontractor shall not be entitled to payment for any performance period of part thereof during which the government assumes performance pursuant to the clause. This clause does not limit the government's right under any other clause of this contract including but not limited to FAR 52.212-4, "Inspection/Acceptance," "Termination for Government's Convenience," and "Termination for Cause."

(d) The performance described in (a) above, will not constitute a breach of contract by the government within the meaning of FAR 52.212-4(m), Contract Terms and Conditions-Commercial Items.

H005 – OVER AND ABOVE PROCEDURES

Written authorization to proceed prior to using Over and Above funding must be received from Lockheed Martin Aeronautics' Supply Chain Representative. Subcontractor shall notify Lockheed Martin Aeronautics in writing when the costs he/she expects to incur within the succeeding thirty (30) days will exceed 75% of the obligated amount for each CLIN.