

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**United States Air Force Long Term Sustainment II**  
**FA8504-16-D-0001\***

**Generated using Lockheed Martin CorpDocs 2015 Version**

**Revision 6: January 24, 2024**

*\*Previously identified as Request for Proposal FA8504-15-R-93501 Rev. 3, 24 May 2016.*

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

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

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

**PART I. DELETIONS:** The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

**PART II. MODIFICATIONS:** The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

**FAR 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015)** (Applies if this contract exceeds \$5,000,000 and has a period of performance of more that 120 days.) (Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

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**FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)** (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.)

**FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**

**FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)** (Applies if this contract exceeds \$35,000.) (Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

**FAR 52.219-9 Small Business Subcontracting Plan (OCT 2015)** (Applies if this contract exceeds \$700,000.) (Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

**FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)**

**FAR 52.222-26 Equal Opportunity (APR 2015)**

**FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015)**

**FAR 52.222-37 Employment Reports on Veterans (FEB 2016)** (Applies if this Contract is valued at or above \$150,000.)

**FAR52.222-50 Combating Trafficking in Persons (Mar 2015)** ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

**FAR 52.230-2 Cost Accounting Standards (OCT 2015)** (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 52.244-6 Subcontracts for Commercial Items (JUN 2016)**

**DFARS 252.203-7004 Display of Hotline Posters (OCT 2015)** (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

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**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 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)**

**DFAR 252.211-7003 Item Unique Identification and Valuation (MAR 2016)** (Applicable if this Contract requires the Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

**DFAR 252.225-7013 Duty-Free Entry (MAY 2016)** (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015):** (Applicable if government property is located at supplier facility. "Contracting Officer" means Lockheed Martin.)

**PART III. ADDITIONS:** The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

**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 52.222-42 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 (Multiple Year and Option Contracts) (May 2014)** (Applies if FAR 52.222-41 applies to this contract. "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.)

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**FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)** (Applicable where software or services will be retransferred to the Government.)

**FAR 52.245-2 Government Property (Installation Operation Services) (Apr 2012)** Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" 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. Applicable to subcontracts that involve the use of government property

**FAR 52.246-15 Certificate of Conformance (Apr 1984)** (Applicable where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin)

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015)** (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

**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 252.217-7028 Over and Above Work (Dec 1991)** ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 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. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2014):** Applicable to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101)

**DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012):** (Applicable to subcontracts over \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)** (Applicable when items furnished by the subcontractor will be subject to serialized tracking.)

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**AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (Nov 2012):** 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. Not applicable to Commercial Items as defined in FAR 2.101)

**Part IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS**

The following Special Provision clauses are added:

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2021-N0002) (SEPT 2021)** (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

**DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2021\_N0002) (JAN 2023)**

(a) Definitions.

“Basic Assessment” means a contractor’s self-assessment of the contractor’s implementation of NIST SP 800-171 that—

- (1) Is based on the Contractor’s review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

“High Assessment” means an assessment that is conducted by Government personnel using NIST SP 800-171A,

Assessing Security Requirements for Controlled Unclassified Information that—

- (1) Consists of—
  - (i) A review of a contractor’s Basic Assessment;
  - (ii) A thorough document review;
  - (iii) Verification, examination, and demonstration of a Contractor’s system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor’s system security plan; and
  - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of “High” in the resulting score.

“Medium Assessment” means an assessment conducted by the Government that—

- (1) Consists of—
  - (i) A review of a contractor’s Basic Assessment;

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- (ii) A thorough document review; and
- (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at

<https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> , if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

System Security Plan  
CAGE Codes supported by this plan  
Brief description of the plan architecture  
Date of assessment  
Total Score  
Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) Rebuttals.

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) Accessibility.

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause

252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171> , for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause. (Applicable in all solicitations and contracts, task orders, or delivery orders, including those using FAR part 12 procedures for the acquisition of commercial items, except for those that are solely for the acquisition of COTS items).

#### **Part V. PERFORMANCE WORK STATEMENT SPECIAL PROVISION**

**Contractor Manpower Reporting Requirement:** In accordance with the Office of the Secretary of Defense (OSD) Memorandum, Enterprise-wide Contractor Manpower Reporting Application, dated Nov 28 2012, the Contractor shall report all Contractor labor hours, including subcontractor labor hours, required for performance of the services provided under the System for Award Management (SAM) site below. Reporting shall be conducted for each fiscal year (FY), which extends October 1 through September 30. While inputs may be made any time during the FY, all data shall be reported no later than October 31 of the following FY. The supplier is required to completely fill in all required data fields using the following web address: <https://sam.gov/>