



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

N68335-13-C-0330 Lakehurst Kuwait Support Equipment

Generated using Lockheed Martin CorpDocs the 2014 Version

1 October 2015

Revision 1

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 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. Add the following clause(s):

FAR 52.203-7 Anti-Kickback Procedures (Oct 2010) ("Paragraph (c)(1) does not apply")

FAR 52.219-8 Utilization of Small Business Concerns (JAN 2011)

FAR 52.222-54 Employment Eligibility Verification (JUL 2012) (Applies in contracts that exceed \$3,000, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.)

FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)

FAR 52.249-2 Termination for Convenience for the Government (Fixed Price) (MAY 2004) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e)

"1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)

DFARS 252.211-7003 Item Identification and Valuation (JUN 2011) ("Applicable if this Contract requires the Work to contain unique item identification. In (c)(3)(i), (c)(4)(i), (d), (e), and (f) "Contractor" shall mean "Subcontractor"; all reports required to be submitted under this clause shall be submitted to Lockheed Martin at a location to be provided; delete paragraph (g) and insert the following in lieu thereof: (g) Lower-Tier Subcontracts. Seller shall include this clause, including this paragraph (g), in all lower tier subcontracts issued under this Subcontract for the acquisition of components identified herein as requiring UID".)

DFARS 252.211-7008 – Use of Government-Assigned Serial Numbers (SEP 2010) (Applies where the supplier will be in the possession of Government property for the performance this contract.)

DFARS 252.223-7008 Prohibition of Hexavalent Chromium (MAY 2011)

DFARS 252.225-7001 Buy American Act and Balance of Payment Program (OCT 2011)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (JUN 2010) (Applies if Seller is furnishing any of the items covered by this clause.)

DFARS 252.225-7003 Duty-Free Entry (DEC 2009) ("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 252.225-7027 – Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.

DFARS 252.225-7028 – Exclusionary Policies and Practices of Foreign Governments (APR 2003) (Applies to Non-Commercial item contracts. Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

DFARS 252.239-7001 – Information Assurance Contractor Training and Certification (JAN 2008) (Applies if subcontractor personnel are accessing DoD information systems.)

DFARS 252.243-7002 Requests for Equitable Adjustment (MAR 1998) ("Government" means "Lockheed Martin." Applies to Non-Commercial item contracts over \$150,000. Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

DFARS 252.246-7000 – Material Inspection and Receiving Report (MAR 2008) (Applies if shipping is direct to the Government.)

DFARS 252.247-7023 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 5252.211-9510 – Contractor Employees (MAY 2011)

NAVAIR 5252.247-9508 – Prohibited Packaging Materials (JUN 1998) (Applies to non-commercial item contracts if Seller will make shipments under this contract directly to the Government.)

NAVAIR 5252.247-9510 – Preservation, Packaging, Packing, and Marking for Foreign Military Sales Requirements (OCT 2005) (Applies if Seller will make shipments under this contract directly to the Government.)