

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8504-22-D-0001
LONG TERM SUSTAINMENT (LTSIII) IDIQ (CCP 20-00063)
Generated using Lockheed Martin CorpDocs 2022 Version

Revision 2: August 24, 2023

Revision 1: June 12, 2023

Original: March 30, 2022

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:

RESERVED

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:

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (Feb 2019)

(Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7012 Deviation Safeguarding Covered Defense Information and Cyber Incident Reporting (Deviation 2021-N0002) (Sep 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. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

DFARS 252-204-7020 NIST SP 800-17 DoD Assessment Requirements (Deviation 2021-N0002) (Sep 2021) (Applies except if this Contract is for commercial off the shelf items.)

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 252.219-7004 Small Business Subcontracting Plan (Test Program) (May 2019) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (Sep 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7972 (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (May 2020)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (Jun 2013) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.237-7023 Continuation of Essential Contractor Services. (Oct 2010) (Applicable to all subcontracts for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

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

DFARS 252.243-7999 (DEVIATION 2020-O0021) Section 3610 Reimbursement. (Aug 2020) (Applicable to any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

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. (Dec 2017) (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

FAR 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (Oct 2016) (Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".)

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). (Aug 2018) (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.)

FAR 52.232-17 Interest. (May 2014) (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

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

FAR 52.243-2 ALT I Alternate I - Changes-Cost-Reimbursement. (Apr 1984) (Applies if this is a cost reimbursement type contract for services. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT II Alternate II - Changes-Cost-Reimbursement. (Apr 1984) (Applies if this is a cost reimbursement type contract for services and supplies. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.245-9 Use and Charges. (Apr 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

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

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substance ODS (OCT 2019). (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 (OCT 2019) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9000 Contractor Access To Air Force Installations (OCT 2019) (Applies 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 (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.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

RESERVED