

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
United States Air Force FMS Saudi On-Call Maintenance Support
FA8553-21-C-0003

Generated using Lockheed Martin CorpDocs 2021 Version

ORIGINAL – 09 MAR 2021

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. 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 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (July 2018)

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 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)

DFARS 252.232-7017 Accelerating Payments to Small Business Subcontractors – Prohibition on Fees and Consideration (Apr 2020) (“Government” means “Lockheed Martin”)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (June 2013)

DFARS 252.243-7002 Requests for Equitable Adjustment (Nov 2020) (“Government” means “Lockheed Martin”)

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

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43- Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (“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 52.222-55 Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States. "Contracting Officer" means "Lockheed Martin.")

FAR 52.243-2 Alternate I – Changes – Cost Reimbursement (Apr 1984) ("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 Alternate II – Changes – Cost Reimbursement (Apr 1984) ("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.)