

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**F-16 CONUS Depot Capacity Program
Contract FA8232-21-D-0005**

Generated using Lockheed Martin CorpDocs 2021 Version

Revision 1: November 24, 2021

The Terms and Conditions listed below are incorporated by reference, which has the same force and affect as if in full text and are made a part of this Contract. Unless otherwise limited in this Contract, each clause 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 clause(s) to be self-deleting and shall not impose any obligations upon the SELLER.

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

Reserved

Section II: MODIFICATIONS: The dates or versions of the following FAR, DFARS and/or other agency clauses are modified as follows to align with the Contract and are incorporated into the Contract:

Replace FAR 52.222-55 **MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Nov 2020)** with 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.")

Replace FAR 52.227-2 **“NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT” (DEC 2007)**, with FAR 52.227-2 **“NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT” (JUN 2020)**

Replace FAR 52.244-6 **“Subcontracts for Commercial Items” (NOV 2020)**, with FAR 52.244-6 **“SUBCONTRACTS FOR COMMERCIAL ITEMS” (OCT 2020)**

Replace FAR 52.245-1 **“GOVERNMENT PROPERTY” (JAN 2017)**, with FAR 52.245-1 **“GOVERNMENT PROPERTY” (APR 2012)**

Replace DFARS 252.225-7013 “DUTY-FREE ENTRY” (APR 2020), with DFARS 252.225-7013 “DUTY-FREE ENTRY” (JUL 2020)

Section 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:

FEDERAL ACQUISITION REGULATION (FAR)

FAR 52.203-7, “ANTI-KICKBACK PROCEDURES” (MAY 2014), with FAR 52.203-7 “ANTI-KICKBACK PROCEDURES” (JUN 2020) (Paragraph (c)(1) does not apply.)

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 52.223-20, “AEROSOLS” (JUN 2016)

FAR 52.232-7, “PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS” (AUG 2012). ("Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7, which is incorporated into this Contract by reference.)

FAR 52.232-17, “INTEREST” (MAY 2014). ("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 to subcontracts where software or services will be retransferred to the Government.)

FAR 52.233-3 ALT I, “PROTEST AFTER AWARD-ALTERNATE I” (JUN 1985). ("Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days.")

FAR 52.242-15, “STOP-WORK ORDER” (APR 1989). ("Contracting Officer" and "Government" mean "Lockheed Martin.")

FAR 52.242-15 ALT I, “STOP-WORK ORDER-ALTERNATE I” (APR 1984). ("Contracting Officer" and "Government" mean "Lockheed Martin.")

FAR 52.243-2 ALT I, “CHANGES-COST-REIMBURSEMENT – ALTERNATE I” (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 52.245-9, “USE AND CHARGES” (APR 2012). (Applies to subcontract involving the use of government property. Communications with the Government under this Clause will be made through Lockheed Martin.)

FAR 52.249-6 ALT IV, “TERMINATION (COST-REIMBURSEMENT)-ALTERNATE IV” (SEP 1996). ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract's Contracting Officer.)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

DFARS 252.203-7004, “DISPLAY HOTLINE POSTERS” (MAY 19). (Paragraph (d) expressly requires the clause be included in all subcontracts specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) except subcontracts performed entirely outside the United States Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

DFARS 252.204-7000, “Disclosure of Information” (OCT 2016). (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

DFARS 252.204-7020, “NIST SP 800-171 DoD Assessment Requirements” (NOV 2020). (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 252.217-7028, “OVER AND ABOVE WORK” (DEC 1991). ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.)

DFARS 252.219-7004, “SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)” (MAY 2019). (Applies to all subcontracts for participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (Deviation 2021-O0009) (Applies if this contract exceeds the simplified acquisition threshold in effect on the date this contract is placed and where services are provided under this contract. For additional guidance on the applicability of this clause and for the flowdown requirements consult the Safer Federal Workplace Workforce Task Force’s COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors, as may be amended during the performance of this contract.)

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, “EXCLUSIONAR POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS” (APR 2003). (Does not apply for 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. The provision of this clause relatig to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss..)

DFARS 252.232-7017, “ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTS-PROHIBITION ON FEES AND CONSIDERATION” (APR 2020). ("Government" means "Lockheed Martin.)

DFARS 252.237-7010, “PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL” (JUN 2013). (Applies if subcontract requires subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.237-7023, “CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES” (OCT 2010). ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.243-7002, “REQUESTS FOR EQUITABLE ADJUSTMENT” (DEC 2012). (Applies if subcontract is over \$150,000. "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7999, “(DEVIATION 2020-O0021) Section 3610 Reimbursement. (DEVIATION 2020-O0021)”, (AUG 2020)

DFARS 252.245-7004, “REPORTING, REUTILIZATION, AND DISPOSAL” (DEC 2017). (Applies if government property will be located at supplier’s facilities. "Contracting Officer" means Lockheed Martin.)

AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS)

AFFARS 5352.223-9000, "ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)" (OCT 2019). (The blank in paragraph (d) is completed with "None." In paragraph (d), "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)