

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
15-C-9700
‘Dolores’

Generated using Lockheed Martin CorpDocs 2016 Version

Original Release May 18, 2017

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:

N/A

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 52.215-14, ALT I (OCT 2010) INTEGRITY OF UNIT PRICES (Applies if this contract exceeds the simplified acquisition threshold. Paragraph (b) is deleted. Not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.219-9, ALT III (JUL 2013) - SMALL BUSINESS SUBCONTRACTING PLAN (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. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.222-26 (MAR 2007) EQUAL OPPORTUNITY

FAR 52.222-35 (JUL 2014) EQUAL OPPORTUNITY FOR VETERANS (Applies if this contract is for \$100,000 or more.)

FAR 52.222-37 (JUL 2014) EMPLOYMENT REPORTS ON VETERANS (Applies if this contract is for \$100,000 or more.)

FAR 52.222-50 (FEB 2009) COMBATING TRAFFICKING IN PERSONS ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.222-54 (AUG 2013) EMPLOYMENT ELIGIBILITY VERIFICATION (Applies if this contract exceeds \$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 52.227-1, ALT I (DEC 2007) AUTHORIZATION AND CONSENT ALT I

FAR 52.230-2 (MAY 2014) COST ACCOUNTING STANDARDS (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." Not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.232-39 (JUN 2013) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS

FAR 52.243-2, ALT V (AUG 1987) CHANGES - COST REIMBURSEMENT ("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)

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 52.203-15 (JUN 2010) WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

FAR 52.203-16 (DEC 2011) PREVENTING PERSONAL CONFLICTS OF INTEREST (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

DFARS 252.204-7012 SAFEGARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) (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 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE TO THE CONTRACT (JUN 2013) (The blanks paragraph (b) is completed as follows Line item Nrs. 'TBD' _____.)

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 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). Applicable if SELLER will perform classified work).

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991) (Applies if this contract requires securing telecommunications; Not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("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 to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012) (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)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101).

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101).

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, “Government” means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

N/A