

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**FASTER SUBCONTRACT TERMS FOR
CONTRACT NUMBER FA8611-08-C-2897
(Formerly FA8611-06-R-2897 and UCA portion of FA8611-05-C-2850)**

Generated using Lockheed Martin CorpDocs 2013 Version

Revision 8 – November 12, 2020

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract, Purchase Order or Schedule Agreement. Unless otherwise limited in this Contract, Purchase Order or Schedule Agreement each document applies in its entirety.

In the event of a conflict between the version or date of a clause set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out 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. DELETIONS: The following FAR and DFARS clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)**

2. ADDITIONS: The following FAR, DFARS, AFFARS, and AFMC FARS clauses are added:

FEDERAL ACQUISITION REGULATION (FAR)

**FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2020)** ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION
2018-O0015) (MAY 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007) (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
 (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 52.228-3 Worker's Compensation Insurance (Defense Base Act) (APR 1984) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003) Applicable if the subcontract is a services cost reimbursement contract performed in whole or part in New Mexico and authorizes the subcontractor to acquire tangible personal property as a direct cost under the contract and title to such property passes directly to and vests in the United States upon delivery of property by the supplier. In paragraph (d) "Government" means "Lockheed Martin or Government," and the blank in paragraph (g) is replaced with "the procuring agency under the prime contract."

- **Base Support:** When this contract is a cost, cost-reimbursement, time-and- materials, or labor hour contract, Seller agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve Seller from this restriction. **Communications with the Government under this clause shall be made through Lockheed Martin.**

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)
 (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 52.232-16 PROGRESS PAYMENTS (MAR 2020) (DEVIATION 2020-O0010) ("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-17 INTEREST (OCT 2010) ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.234-4 Earned Value Management System (JUL 2006) (The terms "Contracting Officer" and "Government" include Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 Alternate I - Changes-Cost-Reimbursement (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (d) the reference to the disputes clause is deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 Inspection of Supplies Fixed-Price (AUG 1996) – ALTERNATE II (JUL 1985) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) (Applies if subcontractor will make direct shipments to the Government.)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

DFAR 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applies if this contract involves precious metals.)

DFAR 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011) (Applicable if Seller will make direct shipments meeting criteria at FAR 211.275 to the USG of items covered by the clause.)

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) (JAN 2011) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFAR 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) (Para. (a) insert Alaska and Hawaii. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010) (Applies if this contract exceeds \$650,000. Paragraph (f) is deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

DFAR 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) (Applies if Seller is furnishing any of the items covered by this clause.)

DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (FEB 2013) (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

DFAR 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 relating 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. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION – ALT I (MAR 2014) (Applies if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required. "Contracting Officer" means "Lockheed Martin." 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).

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013) ("Contracting Officer" means "Lockheed Martin.")

DFAR 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Seller shall provide notifications under this clause to Lockheed Martin and the Contracting Officer identified to Seller.)

AIR FORCE MATERIAL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFMC FARS)

AFMC FARS 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (JUL 1997) (Applicable to each subcontract over \$1 million or 10 percent of prime contract value, whichever is less.)

(a) The Air Force has entered into contracts with Lockheed Martin for services to provide F22 Sustainment services which will require Seller support in major support areas, including but not limited to, technical, evaluation and acquisition management support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks.

(c) In the performance of this subcontract, the SELLER agrees to cooperate with Lockheed Martin and the US Government as follows(such listing is by way of example, but not limitation): responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the subcontractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to subcontractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support subcontractor technical personnel).

(d) The Seller further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Seller. This agreement does not relieve the Seller of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Subcontractor personnel are not authorized to direct a Contractor in any manner. (f) Service subcontracts contain an organizational conflict of interest clause that requires the service subcontractors to protect the data and prohibits the service subcontractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Seller nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

**AFMC FARS 5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (JUL 1997)
ALTERNATE 1 (JUL 1997)** ("Contracting Officer" means "Lockheed Martin.")

AFMC FARS 5352.237-9002 CONTRACT HOLIDAYS (NOV 2007)

Para (b). Date(s). 'Federal Holidays'

AFMC FARS 5352.245-9001 Government-Furnished Property/Contractor Requisitioning (Jul 1997) Applicable if Government or Lockheed Martin property will be furnished to Seller and then appropriate provisions identifying the property must be included in the subcontract.

AFMC FARS 5352.245-9004 BASE SUPPORT (JUL 1997) - ALTERNATE I (JUL 1997)

Para (e), List Installations 'Edwards AFB, CA; Tyndall AFB, FL; Sheppard AFB, TX; Nellis AFB, NV; Langley AFB, VA; Elmendorf AFB, AK; Hickam AFB, HI; Holloman AFB, NM; Robins AFB, GA; Tinker AFB, OK; Hill AFB, UT'. Para (f), List Support Items 'determined and provided by each host base unit, in accordance with existing official published guidance, to include but not limited to DoD, USAF, F22 Program Documents (FRP, CRP, etc)'

AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS)

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."

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012) This clause applies if Seller will perform work on a government installation. "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.235-9003 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION (OCT 2008)

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV

2012) (Applicable 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- AFRL (AUG 2004) (TAILORED) 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.

3. The following Section H is added:

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

For purposes of this Section H, "Government" means the United States Government.

H002 AUTHORIZATION TO USE OTHER THAN NEW MATERIAL (OCT 2006)

Unless specified elsewhere in this contract or attachments incorporated by reference, Lockheed Martin written approval is required before using "other than new material".

H004 DEFERRED DELIVERY OF TECHNICAL DATA (OCT 2006)

(a) The requirement for TDPs under EMD/PALS subcontract is transferred to this subcontract. The Government may choose to order the EMD TDPs under this contract in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."

(b) Seller remains responsible to maintain the currency of their drawings and associated lists, provide access to the F-22Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with paragraph (a) above.

(c) Seller agrees that the Government's rights in any EMD data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

H006 RELEASE OF INFORMATION (OCT 2012)

Seller shall obtain approval through Lockheed Martin, from the Aeronautical Systems Center Public Affairs Office (ASC/PA) 60 days prior to release of any information relating to this contract. Seller shall also include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- a. News releases, articles, brochures, advertisements, and professional papers - 3 copies
- b. Videos- 3 copies (scene description, narrative, or script is required with video)/transcripts-12

copies

- c. Briefings, speeches, symposia presentations - 3 copies
- d. Photographs - 1 original and 5 legible photocopies
- e. CD ROMs - 3 copies (include a printed list of contents)
- f. Send release of information requests to:
ASC/PA
1865 Fourth Street, Suite 15
Wright-Patterson AFB OH 45433-7129
- g. Seller shall include a statement indicating the project or effort depicted was or is sponsored by:
Aeronautical Systems Center, Wright-Patterson AFB OH 45433-7129