

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-22 RAPTOR AGILE PRODUCTION AND ITERATIVE DEPLOYMENT
FA8611-19-D-2123

Generated using Lockheed Martin CorpDocs 2019 Version

Original

19 SEP 2019

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:

FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.225-5 TRADE AGREEMENTS (AUG 2018) AND DFARS 252.225-7021 TRADE AGREEMENTS (DEC 2017)

FAR 52.216-10 INCENTIVE FEE (JUN 2011)

FAR 52.216-11 COST CONTRACT - NO FEE (APR 1984)

**FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION (MAY 2018)**

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (AUG 2018)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

**FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997)**

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014)

FAR 52.225-5 TRADE AGREEMENTS (AUG 2018)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR

FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)

FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)

FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

**FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (AUG
2016)**

FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.246-6 INSPECTION TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

**FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL
VESSELS (FEB 2006)**

**FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (AUG 2016)**

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JAN 2018)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2018)

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)

DFARS 252.225-7013 DUTY-FREE ENTRY (MAY 2016)

DFARS 252.225-7021 TRADE AGREEMENTS (DEC 2017)

DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)

DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

FAR 52.230-2 COST ACCOUNTING STANDARDS (DoD Class 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." Does not apply to Commercial Items as defined in FAR 2.101.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (DoD Class Deviation 2018-O0015) (MAY 2018) (Applies when the contract states that it is subject to modified 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 Seller and the Contracting Officer if such communications 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." Does not apply to Commercial Items as defined in FAR 2.101.)

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

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
(Applicable to subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.215-21 ALT I - ALTERNATE I - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MOD. (OCT 2010) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.215-21 ALT IV - ALTERNATE IV - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MOD. (OCT 2010) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.215-23 ALT I - ALTERNATE I - LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if PSFD FA8611-19-D-2123, Dated 19 September 2019

the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Not applicable to Commercial Items as defined in FAR 2.101; applicable to subcontracts for services in excess of \$150,000.)

FAR 52.222-36 ALT I - EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this contract exceeds \$15,000.)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.232-16 PROGRESS PAYMENTS (APR 2012) ("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." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Not applicable to Commercial Items as defined in FAR 2.101. Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)

FAR 52.243-2 ALT II - 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.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin. Applicable if SELLER will be in possession of government property during performance of the Contract.)

DFARS 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009) (Not applicable to commercial items as defined in FAR 2.101.) The blank in Para (a)(1) is completed with the following:

AFLCMC/WWUM
2725 C Street
Wright-Patterson AFB, OH 45433-7424
john.williams3@wpafb.af.mil
(937) 904-5368

DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Not applicable to commercial items as defined in FAR 2.101. Applies if this contract involves precious metals.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

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

DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUN 2013) (Para (B). Line item Nrs. 'TBD as applicable in delivery orders')

DFARS 252.227-7013 ALT I - ALTERNATE I – RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 1995)

DFARS 252.227-7014 ALT I - ALTERNATE I - RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

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 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 (SEP 2015) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (In paragraph (b), "Government" means Lockheed Martin. Applicable to subcontracts in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.235-7003 ALT I - ALTERNATE I -- FREQUENCY AUTHORIZATION (MAR 2014) (Not applicable to Commercial Items as defined in FAR 2.101. 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".)

DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009) (Not applicable to Commercial Items as defined in FAR 2.101.)

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

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 to all subcontracts where the subcontractor will perform classified work.)

DFARS 252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016) (Applies if this Contract involves use of cloud services.)

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

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.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) ("Contracting Officer" means Lockheed Martin. Applicable if SELLER will be in possession of government property during performance of the Contract.)

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:

This contract has no H Clauses.