

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**MOHW IDIQ N00019-22-D-0004**

**Generated using Lockheed Martin CorpDocs (2022) Version**

**Original: July 1, 2022**

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 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.

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

*RESERVED*

**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:

**DFARS 252.225-7012 Preference for Certain Domestic Commodities (MAR 2022)** (Applies if Seller is furnishing any of the items covered by this clause.)

**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 (JUN 2020)** (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and Seller employees will perform acquisition functions closely associated with inherently governmental functions.)

**FAR 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (MAY 2014)** (“Contracting Officer” means “Lockheed Martin.”)

**FAR 52.227-1 ALT I Authorization and Consent – Alternate I (APR 1984)**

**FAR 52.228-3 Workers' 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 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)** (Applies if Seller will perform work to which the Defense Base Act would apply but for the waiver.)

**FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts (MAR 1990)** (Applies if this is a cost-reimbursement type contract which will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" means "Lockheed Martin.")

**FAR 52.232-16 Progress Payments (NOV 2021)** (Applies if Seller will receive progress payments during the performance of this Contract. "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 (MAY 2014)** ("Government" means "Lockheed Martin.")

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)** (Applies if software or services will be retransferred to the Government.)

**FAR 52.234-4 Earned Value Management System (NOV 2016)** (The terms "Contracting Officer" and "Government" include Lockheed Martin.)

**FAR 52.239-1 Privacy or Security Safeguards (AUG 1996)** (Applies if this Contract is 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 Changes-Cost-Reimbursement-Alternate II (APR 1984)** (Applies if this is a cost reimbursement type contract for services and supplies. "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 ALT III Changes-Cost-Reimbursement-Alternate III (APR 1984)** (Applies if this is a cost reimbursement type contract for construction. "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 if Government property will be provided for the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-2 ALT I Inspection of Supplies Fixed-Price – Alternate I (JUL 1985)** (Applies if this is a fixed price incentive type contract. "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

**FAR 52.246-15 Certificate of Conformance (APR 1984)** (Applies if Seller will make direct shipments to the Government.)

**FAR 52.247-64 ALT II Preference for Privately Owned U.S.-Flag Commercial Vessels – Alternate II (NOV 2021)** (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019)** (Applies if Seller will require routine physical access to a Federally-controlled facility or military installation during the performance of this Contract.)

**DFARS 252.209-7010 Critical Safety Items (AUG 2011)** (Applies if Seller shall furnish critical safety items.)

**DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019)** (Applies if Seller shall make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**DFARS 252.211-7007 Reporting of Government-Furnished Property (MAR 2022)** (Applies if Seller will be in possession of Government furnished property during the performance of this Contract.)

**DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)** (Applies if Seller will be in possession of Government furnished property during the performance of this Contract and Lockheed Martin has not assumed responsibility for marking.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019)** (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

**DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)**

**DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation (AUG 2021)** (Applies if this Contract is for furnished energy at a covered military installation.)

**DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-00015) (MAY 2020)**

**DFARS 252.227-7013 ALT I Rights in Technical Data-Noncommercial Items – Alternate I (JUN 1995)**

**DFARS 252.227-7013 ALT II Rights in Technical Data--Noncommercial Items – Alternate II (MAR 2022)**

**DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)** (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

**DFARS 252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs (SEP 2005)** (Applies if this Contract exceeds \$500. Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

**DFARS 252.234-7002 Earned Value Management System (MAY 2011)** (Applies to cost or incentive type contracts valued at \$20,000,000 or more and for other contracts as identified in the SSOW. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014)** (Applies if this contract exceeds \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applies if Seller is required to tag, label, or mark Government furnished property during the performance of this Contract.)

**DFARS 252.246-7001 ALT I Warranty of Data – Alternate I (MAR 2014)** (Applies if this is a fixed price incentive type contract and data will be acquired from Seller. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.)

**DFARS 252.246-7006 Warranty Tracking of Serialized Items (MAR 2016)** (Applies if serialized items are acquired from Seller.)

**NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007)** ("Contracting Officer" means "Lockheed Martin.")

(a) This clause applies to supplies that are stock numbered under Federal Catalog System procedures.

(b) Unless otherwise authorized by the Contracting Officer, in writing, the Contractor shall not deliver any supplies until the supplies have been marked with a National Stock Number. All available National Stock Numbers will be furnished by the Government. If National Stock Numbers are not furnished by the Government in time to meet the

delivery schedule for the supplies, the Contractor may present the supplies that are scheduled for delivery to the Contracting Officer for acceptance. The Contracting Officer may accept such supplies without National Stock Numbers and the Government will pay the Contractor therefore, provided that title to the supplies is vested in the Government.

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number".

#### **NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

#### **NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)**

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

**NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)** (The term "prime contractor" means "Seller.")

(a) During the performance of this contract, the Government may use an independent services contractor (ISC) who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)** (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)** (Applies if Seller will make direct shipments to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)** (Applies if Seller will make direct shipments to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

#### **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:

*RESERVED*