

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

F-16 Provisioned Spares (USAF/EPAF/FMS) - Contract FA8252-12-C-0002

For use with the latest version of Lockheed Martin CorpDocs

16 January 2013

Revision 1

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document 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.

1. Add the following clause(s) in CORPDOC 3 and 3A as appropriate:

FAR 52.204-11, "AMERICAN RECOVERY AND REINVESTMENT ACT-REPORTING REQUIREMENTS" (JUL 2010) (Applicable to all subcontracts. Seller shall provide to LOCKHEED MARTIN the information required by paragraphs (d)(10)(i), (ix), (x), (xi) and (xii). Said information shall be provided as of the end of each calendar year quarter.)

FAR 52.245-9, "USE AND CHARGES" (APR 2012) (Flowdown is required in any subcontract where Government property will be provided in the performance of the subcontract.)

DFARS 252.225-7012, "PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES" (JUN 2012) (Flowdown is required in any subcontract where the Seller is furnishing any of the items covered by this clause.)

DFARS 252.225-7027, "RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES" (APR 2003) (Since subcontractor contingent fees may be included in the contract price under the prime contract, this clause should be included in all subcontracts. 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, "EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS" (APR 2003) (This clause by its terms applies to work performed by subcontractors. Accordingly, the clause should be included in all subcontracts.)

DFARS 252.243-7002, "REQUESTS FOR EQUITABLE ADJUSTMENT" (MAR 1998) (Applies if subcontract is over \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.244-7000, "SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)" (JUN 2012) (The clause mandates flowdown of the DFARS provisions identified in the clause.)

DFARS 252.245-7001, "TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY" (APR 2012) (This clause should be included in subcontracts where the items furnished by the subcontractor will be subject to serialized tracking. Note that the subcontract Statement of Work or other document will need to identify the items subject to serialized tracking.)

AFFARS 5352.223-9000, "ELIMINATION OF USE OF CLASS I OZONE DEPLETING substances (ODS)" (APR 2003) (The blank in paragraph (d) is completed with "None". In paragraph (d) "Contracting Officer" means "Lockheed Martin.")