

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
AFP 4 FACILITIES LEASE
F33657-97-L-2018

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3 SEPTEMBER 2015

Original

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:

None

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:

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 (MAR 2009)

- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
- FAR 52.215-2 AUDIT AND RECORDS NEGOTIATION (MAR 2009)** (Applies if this contract exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate I applies if Seller is an educational institution or non-profit institution. Does not apply for Commercial Items as defined in FAR 2.101)
- FAR 52.215-21 ALT III REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 1997)** ("Contracting Officer" means "Lockheed Martin.")
- FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
- FAR 52.225-9 BUY AMERICAN ACT CONSTRUCTION MATERIALS (FEB 2009)**
(Applicable if the Work contains other than domestic components as defined by this clause.)
- FAR 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)**
- FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2008)** (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.")
- FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)**
("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)
- FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)** ("Contracting Officer" means "Lockheed Martin.")
- FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)** ("Government" means "Lockheed Martin.")
- FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**
("Government" and "Contracting Officer" mean "Lockheed Martin.")

- FAR 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)**
("Contracting Officer" means "Lockheed Martin")
- FAR 52.243-2 ALT III 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 52.243-2 ALT IV 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 52.243-4 CHANGES (JUN 2007)** ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (5) "Delivery schedule." Does not apply for Commercial Items as defined in FAR 2.101)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2009)**
- FAR 52.245-9 USE AND CHARGES (JUN 2007)** (Communications with the Government under this clause will be made through Lockheed Martin.)
- FAR 52.249-6 ALT I TERMINATION (COST-REIMBURSEMENT) (SEP 1996)**
("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract's Contracting Officer. Does not apply for Commercial Items as defined in FAR 2.101)
- DFAR 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)** (Applies if the FAR clause entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Modifications" apply to this contract. Does not apply for Commercial Items as defined in FAR 2.101.)
- DFAR 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)** ("Government" means "Lockheed Martin and Government." Does not apply for Commercial Items as defined in FAR 2.101.)
- DFAR 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)** (Does not apply for Commercial Items as defined in FAR 2.101 unless such commercial items require the delivery of technical data and any part of the commercial items were developed in any part at Government expense.)
- DFAR 252.227-7024 Notice and Approval of Restricted Designs (APR 1984** ("Contractor" means "Seller"; "Contracting Officer" means "Lockheed Martin".)**DFAR 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)**
(Does not apply for Commercial Items as defined in FAR 2.101.)

DFAR 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFAR 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008) (Applies if Seller is furnishing any of the items covered by this clause.)

DFAR 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006) (Applies if the contract work contains ball or roller bearings. Does not apply for Commercial Items as defined in FAR 2.101.)

DFAR 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979) ((“Contractor” means “Seller”; “Contracting Officer” means “Lockheed Martin”.)

DFAR 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) (In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted. If this contract is less than \$150,000 only paragraphs (a) through (e) and paragraph (h) of the clause applies.)

DFAR 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFAR 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (Test Program) (AUG 2008) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; Does not apply for Commercial Items as defined in FAR 2.101.)

DFAR 252.225-7009 DUTY-FREE ENTRY -- QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (DEC 1991)

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: