

**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**United States Air Force Long Term Sustainment II**

**FA8504-16-D-0001\***

**Generated using Lockheed Martin CorpDocs 2015 Version**

**REV 2 – 20 OCT 2020**

**REV 1—15 JUNE 2017**

**ORIGINAL--29 SEP 2016**

***\*Previously identified as Request for Proposal FA8504-15-R-93501 Rev. 3, 24 May 2016.***

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. 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 52.204-25 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 52.222-41 Service Contract Labor Standards (May 2014)**

**FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)** (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 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards – Price (Multiple Year and Option Contracts) (May 2014)** (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

**52.222-50 Combating Trafficking in Persons (Mar 2015)**

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) (Applicable** where software or services will be retransferred to the Government.)

**FAR 52.245-2 Government Property (Installation Operation Services) (Apr 2012)** Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

**FAR 52.245-9 Use and Charges (Apr 2012)** Communications with the Government under this clause will be made through Lockheed Martin. Applicable to subcontracts that involve the use of government property

**FAR 52.246-15 Certificate of Conformance (Apr 1984) (Applicable** where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin)

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015)** (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)** (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

**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 252.228-7001 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. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2014):** Applicable to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101)

**DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012):** (Applicable to subcontracts over \$150,000. "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 when items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015):** (Applicable if government property is located at supplier facility. "Contracting Officer" means Lockheed Martin.)

**AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (Nov 2012):** 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. Not applicable to Commercial Items as defined in FAR 2.101)

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

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Aug 2015)**

### **Part III. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS**

**RESERVED**

### **Part IV. PERFORMANCE WORK STATEMENT SPECIAL PROVISION**

**Contractor Manpower Reporting Requirement:** In accordance with the Office of the Secretary of Defense (OSD) Memorandum, Enterprise-wide Contractor Manpower Reporting Application, dated Nov 28 2012, the Contractor shall report all Contractor labor hours, including subcontractor labor hours, required for performance of the services provided under the contract at the Enterprise-wide Contract Manpower Reporting Application (eCMRA) site below. Reporting shall be conducted for each fiscal year (FY), which extends October 1 through September 30. While inputs may be made any time during the FY, all data shall be reported no later than October 31 of the following FY. The supplier is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

### **REVISION HISTORY**

**Revisions to RFP PSFD:**

**1. Added the following clauses:**

**FAR 52.222-41 Service Contract Labor Standards (May 2014)**

**FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

**FAR 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards – Price (Multiple Year and Option Contracts) (May 2014)**

**FAR 52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)**

**DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Dec 2015)**

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015)**

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)**

**2. Deleted the following clauses:**

**DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Aug 2015)**

**Revision 1 for June 15, 2017 Release**

**1. Deleted the following clauses**

**DFARS 252.234-7002 Earned Value Management System (May 2011)**

**FAR 52.234-4 Earned Value Management System (May 2014)**

**Revision 2 for October 20, 2020 release**

**1. Added the following clause**

**FAR 52.204-25 **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)****