

**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS**

**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**United States Air Force Iraq C-130J Contractor Logistics Sustainment (CLS)**

**FA8553-17-D-0004**

**Generated using Lockheed Martin CorpDocs 2017 Version**

**Original - 23 AUG 2017**

**Revision 1 – 02 NOV 2020**

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:

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:

**FAR 52.244-6 Subcontracts for Commercial Items (JAN 2017)**

**FAR 52.245-1 Government Property (JAN 2017)** ("Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss

under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

**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 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)**

**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 52.222-35 ALT I EQUAL OPPORTUNITIES FOR VETERANS (JUL 2014)** (Applies if this contract is for \$100,000 or more.)

**FAR 52.224-3 PRIVACY TRAINING (JAN 2017)** (Applies if Seller will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records. In paragraph (d), "contracting officer" means "Lockheed Martin and the contracting officer.")

**FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)** (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)** (Applicable where software or services will be retransferred to the Government.)

**FAR 52.243-2 ALT I ALTERNATE I – 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 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 to subcontracts that involve the use of government property.)

**DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012)** (Applicable when seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)** (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 PRACTICE OF FOREIGN GOVERNMENTS (APR 2003)**

**DFARS 252.225-7995 (DEVIATION 2015-O0009) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (DEV) (JAN 2015)** (Applicable to all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or military exercises, when designated by the Combatant Commander.)

**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 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)**

**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 will be furnished to the seller that will be subject to serialized tracking.)

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)** (Applicable if subcontractor will be in possession of government property.)

**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 5352.223-9000 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.)

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

**RESERVED**

**Part V. PERFORMANCE WORK STATEMENT SPECIAL PROVISION**

**RESERVED**