



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**FA8625-14-C-6450 Multi Year II Aircraft Procurement Contract**

**For use with the 2015 Version Lockheed Martin CorpDocs**

**14 JAN 2014 - Original**

**11 NOV 2015 – REV 1**

**22 JAN 2016—REV 2**

**02 FEB 2016—REV 3**

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):**

**FAR 52.208-8 – Required Sources for Helium and Helium Usage Data (APR 2002)** (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)"Contracting Officer" means "Buyer.")

**FAR 52.215-2 ALT I – Alternate I – Audits and Records – Negotiation (MAR 2009)** (Alternate I applies if Seller is an educational institution or non-profit institution. Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)

**FAR 52.215-21 ALT III – Alternate III – Requirements for Certified Cost or Pricing Data and Other Than Certified Cost or Pricing – Modifications (OCT 1997)** ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

**FAR 52.216-16 – Incentive Price Revision -- Firm Target (OCT 1997)** – (Applies for incentive type subcontracts. This clause can be used with subcontracts with firm targets. The subcontract

must incorporate the appropriate target price, ceiling price, and percentages. The blank in paragraph (c) should be completed with an appropriate number of days, consistent with the requirements of the prime contract. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

**FAR 52.217-2 – Cancellation Under Multiyear Contracts (OCT 1997)** (Applies to multi-year subcontracts. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

**FAR 52.222-50—(MAR 2015) Combatting Trafficking in Persons** ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

**FAR 52.232-17 – Interest (MAY 2014)** ("Government" means "Lockheed Martin." Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

**FAR 52.232-16 – Progress Payments (APR 2012)** (Only applies if the Subcontractor is receiving progress payments under the terms of their purchase order. If applicable, "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." Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101).

**FAR 52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013)**

**FAR 52.239-1 – Privacy or Security Safeguards (AUG 1996)** (Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

**FAR 52.245-9 – Use and Charges (APR 2012)** (Communications with the Government under this clause will be made through Lockheed Martin.)

**DFARS 252.204-7012 Safeguarding Covered Defense Information And Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015)**

**DFARS 252.208-7000 – Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991)** (Applies if this contract involves precious metals.)

**DFARS 252.209-7010 – Critical Safety Items (AUG 2011)** (Applies if critical safety items covered by this clause may be furnished by suppliers. ).

**DFARS 252.211-7005 – Substitutions for Military or Federal Specifications and Standards (NOV 2005)**

**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 252.219-7004 – Small Business Subcontracting Plan (Test Program) (OCT 2014)** (Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

**DFARS 252.225-7012 – Preference for Certain Domestic Commodities (FEB 2013)** (Applies if Seller is furnishing any of the items covered by this clause.)

**DFARS 252.225-7048 – Export-Controlled Items (JUN 2013)**

**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. Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

**DFARS 252.243-7002 – Requests for Equitable Adjustment (DEC 2012)** ("Government" means "Lockheed Martin." Applies to Non-Commercial item contracts over \$150,000. Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

**DFARS 252.245-7001 – Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**

**DFARS 252.245-7004 – Reporting, Reutilization, and Disposal (MAR 2015)** ("Contracting Officer" means Lockheed Martin. Applies if Government Property will be located at supplier facilities.)

**DFARS 252.246-7000 – Material Inspection and Receiving Report (MAR 2008)** (Applies if this contract requires delivery of Items directly to the Government.)

**AFFARS 5352.223-9000 – Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012)** (Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101. The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

**AFFARS 5352.223-9001 – Health and Safety on Government Installations (NOV 2012)** (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101.)



**AFFARS 5352.242-9000 – Contractor Access to Air Force Installations (NOV 2012)** (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101.)

**AFFARS 5352.242-9001 – Common Access Cards (CAC) for Contractor Personnel – AF Systems (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. Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101)