

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8625-15-D-6591

FORD - BLOCK 7.0 RCTA/DO-178B TESTING

Generated using Lockheed Martin CorpDocs 2015 Version

12.21.15

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. 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 52.215-21 Alternate III – Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997) ("Contracting Officer" means "Lockheed Martin")

FAR 52.216-16 - Incentive Price Revision Firm Target (OCT 1997) (Applies only to Fixed Price Incentive Subcontracts; "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 52.222-50 Combating Trafficking In Persons (MAR 2015) (Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.225-3 – Buy American-Free Trade Agreements – Israeli Trade Act (MAY 2014)

FAR 52.227-1 Alternate I – Authorization and Consent (APR 1984)

FAR 52.232-16 – Progress Payments (APR 2012) (Applies only to Subcontracts for Noncommercial items that include Progress Payment terms) ("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.")

FAR 52.232-17 – Interest (OCT 2010) (Applies only to Subcontracts for Noncommercial Items) ("Government" means "Lockheed Martin.")

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (JUN 2013) (Applies only to Subcontracts where software or services will be retransferred to the Government)

FAR 52.245-9 – Use and Charges (APR 2012) (Applies only to Subcontracts where Government Property will be provided.) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 Alternate I – Inspection of Supplies Fixed Price (JUL 1985) (Applies only to Fixed Price or Fixed Price Incentive Subcontracts) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-7 - Inspection of Research and Development Fixed-Price (AUG 1996) (Applies only to Fixed Price Subcontracts) ("Government" means "Lockheed Martin and the Government" in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-8 - Inspection of Research and Development Cost-Reimbursement (MAY 2001) (Applies only to Cost Reimbursement Subcontracts) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and (2) in paragraph (k) where the term is unchanged.)

DFARS 252.203-7004 – Display of Hotline Posters (JAN 2015) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

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 252.211-7008 – Use of Government-Assigned Serial Numbers (SEP 2010) (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) (Applies only to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

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 252.228-7001 – 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.)

DFARS 252.234-7004 – Cost and Software Data Reporting System (NOV 2014) (Applies only to subcontracts in excess of \$50,000,000) (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.237-7010 – Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies to any subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.243-7002 – Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin.")

DFARS 252.245-7001 – Tagging, Labeling and Marking of Government-Furnished Property (APR 2012) (Applicable if items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 – Reporting, Reutilization and Disposal (MAY 2013) (Applies if Seller will be in possession of Government property for the performance of this contract.) ("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.")

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.")

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.")

Part II. 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:

H-113 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (MAR 2015)

In response to each RFP, the Seller shall comply with the requirements of DFARS 252.227-7017 "Identification and Assertion of Use, Release or Disclosure Restrictions." As required by DFARS 252.227-7017, any identifications or assertions shall be submitted at the time of initial proposal submittal.