

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-19-D-0014

C-130J Kuwait AF FMS Sustaining Engineering and Logistics Support Services (SELSS) II

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

Original: January 8, 2020

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.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the Parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the 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 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.215-2 ALT II – ALTERNATE II – AUDIT AND RECORDS-NEGOTIATION (AUG 2016) (Applies in cost reimbursement subcontracts if the subcontractor is an educational institution, state or local government or non-profit institution. Applies if this Contract exceeds \$150,000 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 II applies if SELLER is an educational institution or non-profit institution. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.215-21 ALT I – ALTERNATE I – REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ("Contracting Officer" means "LOCKHEED MARTIN" in paragraphs (a)(1) and (b).)

FAR 52.219-9 ALT IV – ALTERNATE IV – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) (Applies if this Contract exceeds \$700,000. Does not apply if SELLER is a small business concern. "Contracting Officer" means "LOCKHEED MARTIN" in paragraph (c). SELLER's subcontracting plan is incorporated herein by reference. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013)

FAR 52.232-17 INTEREST (OCT 2010) ("Government" means "LOCKHEED MARTIN." Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)

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) (Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7036 BUY AMERICAN-FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROG (DEC 2012)

DFARS 252.225-7040 FEB-13 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES (FEB 2013) (Applies if SELLER will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through LOCKHEED MARTIN.)

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (JUN 2013)

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

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Not applicable to transactions for Commercial Items as defined in FAR 2.101. "Government" means "LOCKHEED MARTIN.")

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this Contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) (Not applicable to transactions for Commercial Items as defined in FAR 2.101. "Government" means "LOCKHEED MARTIN or the Government." "Contracting Officer" means "LOCKHEED MARTIN." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three (3) years after completion of delivery of the data to LOCKHEED MARTIN, or if the data is delivered to the Government, either by LOCKHEED MARTIN or SELLER, the warranty period shall extend for three (3) years after delivery to the Government.")

DFARS 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BARER (JUN 2013) (Communication with the Contracting Officer shall be made through LOCKHEED MARTIN.)

PART II. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS: The following Special Contract Requirements (H clauses) are added:

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011)

NAVAIR 5252.217-9507 OVER AND ABOVE WORK REQUESTS (OCT 2005) (Not applicable to transactions for Commercial Items as defined in FAR 2.101. The blanks in paragraphs (c), (d) (e) and (g) are completed with "LOCKHEED MARTIN" and the phrase (specify either ACO or PCO) is deleted.)

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009) (The term "prime contractor" means "SELLER.")

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if SELLER will make shipments under this Contract directly to the Government. Not applicable to transactions for Commercial Items as defined in FAR 2.101.)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING, AND MARKING (JUL 1998) (Applies if SELLER will make shipments under this Contract directly to the Government. In subparagraph (b), "Contract Number" means "LOCKHEED MARTIN's prime contract number and the number assigned to this Contract.")

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING, AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (OCT 2005) (Applies if SELLER will make shipments under this Contract directly to the Government.)