

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
USMC C-130J LAIRCM IDIQ Contract N00019-21-D-0011
Generated using Lockheed Martin CorpDocs 2021 Version

05 May 2021

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

FAR 52.222-41 Service Contract Labor Standards

FAR 52.243-6 Change Order Accounting

FAR 52.225-5 Trade Agreements and DFARS 252.225-7021 Trade Agreements.

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:

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:

AFARS 952.225-0011 MAY-12 GOVERNMENT FURNISHED CONTRACTOR SUPPORT

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) Applies in all solicitations for subcontracts for items containing Critical Safety Items.

DFARS 252.211-7007 REPORTING OF GOVERNMENT 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 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) – DEVIATION 2016-O0009 (AUG 2016) Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.

DFARS 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014) Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS – BASIC (APR 2012) Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.225-7036 BUY AMERICAN - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (DEC 2012) Applicable to all subcontracts for supplies.

DFARS 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (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 2017-O0004) (JUN 2013) Applicable to all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) Applicable to any subcontract 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) Applicable to subcontracts in excess of \$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 to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to 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 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 years after delivery to the Government."

DFARS 252.247-7003 PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER (JUN 2013) Applicable to all subcontracts with motor carriers, brokers, or freight forwarders. Communication with the Contracting Officer shall be made through Lockheed Martin.

FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (DOD DEVIATION 2018-00015) (JUN 2020) Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data. Not applicable to Commercial Items as defined in FAR 2.101.

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

FAR 52.219-9 ALT III SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE III (JAN 2017) (DEVIATION 2016-O0009) Applies if this contract exceeds the threshold at FAR 19.702(a) . 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 Commercial Items as defined in FAR 2.101.

FAR 52.219-9 ALT IV SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE IV (JAN 2017) Applies if this contract exceeds the threshold at FAR 19.702(a) . 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 Commercial Items as defined in FAR 2.101.

FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016) Applies if this Contract exceeds \$500,000 unless Seller is furnishing commercially available off-the-shelf items.

FAR 52.225-26 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUL 2013) Applicable to all subcontracts that will be performed in areas of--
(1) DoD contracts only: Contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State; or
(2) Non-DoD contracts: Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

FAR 52.232-17 INTEREST (OCT 2010) Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

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

FAR 52.243-2 ALT I CHANGES - COST REIMBURSEMENT - ALTERNATE I (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) Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101.
Clause Text: The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.