

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
United States Air Force Long Term Sustainment II
FA8504-16-D-0001*

Generated using Lockheed Martin CorpDocs 2015 Version

Revision 5: November 21, 2022

**Previously identified as Request for Proposal FA8504-15-R-93501 Rev. 3, 24 May 2016.*

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 52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015) (Applies if this contract exceeds \$5,000,000 and has a period of performance of more that 120 days.) (Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the

System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (Applies if this contract exceeds \$35,000.) (Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-9 Small Business Subcontracting Plan (OCT 2015) (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.)

FAR 52.222-21 Prohibition of Segregated Facilities (APR 2015)

FAR 52.222-26 Equal Opportunity (APR 2015)

FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015)

FAR 52.222-37 Employment Reports on Veterans (FEB 2016) (Applies if this Contract is valued at or above \$150,000.)

FAR52.222-50 Combating Trafficking in Persons (Mar 2015) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.230-2 Cost Accounting Standards (OCT 2015) (Applies when the contract states that it is subject to full CAS coverage.) ("United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.244-6 Subcontracts for Commercial Items (JUN 2016)

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

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015) (Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.)

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

DFAR 252.211-7003 Item Unique Identification and Valuation (MAR 2016) (Applicable if this Contract requires the Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

DFAR 252.225-7013 Duty-Free Entry (MAY 2016) (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015): (Applicable if government property is located at supplier facility. "Contracting Officer" means Lockheed Martin.)

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 52.204-25 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 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014) (Applies if this subcontract is subject to [FAR 52.222-41](#). The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards – Price (Multiple Year and Option Contracts) (May 2014) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) (Applicable where software or services will be retransferred to the Government.)

FAR 52.245-2 Government Property (Installation Operation Services) (Apr 2012) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

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

FAR 52.246-15 Certificate of Conformance (Apr 1984) (Applicable where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin)

DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

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 252.217-7028 Over and Above Work (Dec 1991) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Not applicable to Commercial Items as defined in FAR 2.101.)

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 252.234-7004 Cost and Software Data Reporting System (Nov 2014): Applicable to subcontracts in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101)

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 furnished by the subcontractor will be subject to serialized tracking.)

AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (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. 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

Contractor Manpower Reporting Requirement: In accordance with the Office of the Secretary of Defense (OSD) Memorandum, Enterprise-wide Contractor Manpower Reporting Application, dated Nov 28 2012, the Contractor shall report all Contractor labor hours, including subcontractor labor hours, required for performance of the services provided under the System for Award Management (SAM) site below. Reporting shall be conducted for each fiscal year (FY), which extends October 1 through September 30. While inputs may be made any time during the FY, all data shall be reported no later than October 31 of the following FY. The supplier is required to completely fill in all required data fields using the following web address: <https://sam.gov/>