



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**CONTRACT FA8525-16-D-0002**  
**C-5 SUSTAINING ENGINEERING AND TECHNICAL SUPPORT SERVICES (SETSS)**  
**GENERATED USING LOCKHEED MARTIN CORPDOCs 2016 VERSION**

**MAY 27, 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 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.

**1. The following FAR and DFARS clauses are added:**

**FAR 52.216-11 COST CONTRACT -- NO FEE (APR 1984)**

"Government" and "Contracting Officer" mean "Lockheed Martin." (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101.)

**FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2013-00014)** (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101.)

**FAR 52.219-9 ALT III Alternate III - 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. (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101.)

**FAR 52.222-24 PREAMWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

**FAR 52.222-42 STATEMENT OF EQUIVALENT FEDERAL WAGE RATES (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 ADJUSTMENT (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 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 ( DEC 2015)**

**FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (MAY 2014)**

"Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). Does not apply to procurements 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. (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101.)

**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 where government property will be provided.

**DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)**

In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed Martin." In paragraph (d)(5) "Contracting Officer" means "Lockheed Martin and the Contracting Officer." Copies of all reports made to the Government under this clause shall be provided to Lockheed Martin at the time such reports are submitted.

**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 PROG)** (Applicable if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans) (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101.)

**DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JUN 2013)**

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)**

"Government" means "Lockheed Martin." (Does not apply to procurements for "Commercial Items" as defined in FAR 2.101; applicable to subcontracts in excess of \$150,000).

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)**

Applicable to items subject to serialized tracking.

**DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)**

"Contracting Officer" means Lockheed Martin. Applicable if Seller will be in possession of government property during performance of the Contract.

**DFAR 252.246-7001 Warranty of data. (MAR 2014)**

"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." Does not apply to procurements for "Commercial Items" as defined in FAR 2.101; applicable to subcontracts where data will be acquired from the subcontractor

**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 5352.242-9001 Common Access Cards (CAC) 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.

**2. The following Special Contract Requirements are added:**

**SECTION C – DESCRIPTION/SPECS./WORK STATEMENT:**

(None)

**SECTION F – DELIVERIES OR PERFORMANCE**

(None)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS:**

(None)

**3. Summary of Changes:**

(None)