

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

**Iraq Contractor Logistics Support (CLS) Phase IV Program
Contract FA8615-19-C-6051**

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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.

Section I: ADDITIONS: The following FAR and DFARS clauses are added:

FEDERAL ACQUISITION REGULATION (FAR)

FAR 52.215-23 ALT I, "ALTERNATE I – LIMITATIONS ON PASS-THROUGH CHARGES" (OCT 2009). (Applies if this is a cost-reimbursement subcontract in excess of \$150,000 or if fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.222-56, "CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN" (MAR 2015). (Applies to all solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d), "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.229-8, "TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS" (MAR 1990). (Does not apply for Commercial Items as defined in FAR 2.101. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with Iraq.)

FAR 52.229-9, "TAXES -- COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENT" (MAR 1990).

FAR 52.232-39, “UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS” (JUN 2013).
(Applies to subcontracts where software or services will be retransferred to the Government.)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

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 252.225-7028, “EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS” (APR 2003) (Does not apply for 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. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002, “REQUESTS FOR EQUITABLE ADJUSTMENT” (DEC 2012).
(Applies if subcontract is over \$150,000. "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.246-7001, “WARRANTY OF DATA” (MAR 2014). (Applies if Seller is required to provide data. "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 for Commercial Items as defined in FAR 2.101.)

DFARS 252.247-7003, “PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER” (JUN 2013). (Communication with the Contracting Officer shall be made through Lockheed Martin.)

Section III: Modify the following FAR and DFARS clauses as directed below:

Replace **FAR 52.215-12, “SUBCONTRACTOR CERTIFIED COST OR PRICING DATA” (OCT 2010)**, with **FAR 52.215-12, “SUBCONTRACTOR CERTIFIED COST OR PRICING DATA” (DEVIATION 2018-O0015) (MAY 2018)**. (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).

Replace **FAR 52.222-50, "COMBATING TRAFFICKING IN PERSONS" (MAR 2015)**, with **FAR 52.222-50, "COMBATING TRAFFICKING IN PERSONS" (JAN 2019)**. ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

Replace **FAR 52.244-6, "SUBCONTRACTS FOR COMMERCIAL ITEMS" (OCT 2018)**, with **FAR 52.244-6, "SUBCONTRACTS FOR COMMERCIAL ITEMS" (JAN 2019)**.

Replace **FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)** with **FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2015)**. (Applies if this Contract exceeds \$150,000.)