

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8530-08-D-0008

Iraq C-130 CLS Aero Cost

Generated using Lockheed Martin CorpDocs 2016 Version

9 February 2016

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. 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 52.215-21 ALT I- REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING – MODIFICATIONS (OCTOBER 1997) (Contracting Officer" means "Lockheed Martin.")

FAR 52.215-21 ALT III – ALTERNATE III – REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING – MODIFICATIONS (OCT 1997) (Contracting Officer" means "Lockheed Martin.")

FAR 52.215-21 ALT IV - REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER THAN CERTIFIED COST OR PRICING – MODIFICATIONS (OCTOBER 1997) (Contracting Officer" means "Lockheed Martin.")

FAR 52.222-39 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION (DECEMBER 2004) (Applies if this contract exceeds \$100,000.)

FAR 52.222-43 - FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--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 (DECEMBER 2014)

FAR 52.224-1 - PRIVACY ACT NOTIFICATION (APRIL 1984) (Applies if this contract is for the design, development, or operation of such a system of records.)

FAR 52.224-2 - PRIVACY ACT (APRIL 1984) (Applies if this contract is for the design, development, or operation of such a system of records.)

FAR 52.228-3 - WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JULY 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.232-17 – INTEREST (JUNE 1996) ("Government" means "Lockheed Martin."; does not apply to subcontracts for Commercial Items as defined in FAR 2.101)

FAR 52.232-39 - UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013) (Applicable to subcontracts where software or services will be retransferred to the Government)

FAR 52.243-2 ALT I -ALTERNATE I - CHANGES-COST-REIMBURSEMENT (APRIL 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 subcontracts for Commercial Items as defined in FAR 2.101)

FAR 52.243-2 ALT II - ALTERNATE I - CHANGES-COST-REIMBURSEMENT (APRIL 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 subcontracts for Commercial Items as defined in FAR 2.101)

FAR 52.245-9 - USE AND CHARGES (APRIL 2012) (Applicable if the subcontract will involve the use of government property; communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.203-7004 - DISPLAY OF HOTLINE POSTERS (JANUARY 2015) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.)

DFARS 252.222-7005 – PROHIBITION ON USE OF NONIMMIGRANT ALIENS—GUAM (SEPTEMBER 1999) (Applies if this contract is for construction work on Guam)

DFAR 252.225-7027 - RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APRIL 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.)

DFAR 252.225-7028 - EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APRIL 2003) (Does not apply to subcontracts for Commercial Items as defined in FAR 2.101)

DFAR 252.225-7994 - (DEVIATION 2015-O0013) ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION) (MARCH 2015)

DFAR 252.225-7995 - (DEVIATION 2015-O0009) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (JANUARY 2015)

DFAR 252.228-7001 - GROUND AND FLIGHT RISK (JUNE 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 to subcontracts for Commercial Items as defined in FAR 2.101)

DFAR 252.237-7010 - PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUNE 2013)

DFAR 252.243-7002 - REQUESTS FOR EQUITABLE ADJUSTMENT (MARCH 1998) ("Government" means "Lockheed Martin"; does not apply to subcontracts for Commercial Items as defined in FAR 2.101).

DFAR 252.245-7001 - TAGGING, LABELING AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APRIL 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking).

DFAR 252.245-7004 - REPORTING, REUTILIZATION, AND DISPOSAL (MARCH 2015) ("Contracting Officer" means Lockheed Martin; applicable if government property is located at Seller facilities.)

DFAR 252.246-7000 - MATERIAL INSPECTION AND RECEIVING REPORT (MARCH 2008) (Applies if this contract requires delivery of Items directly to the Government.)