

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8604-20-D-8002
CETS IN SUPPORT OF USAF / FMS F-16A/B/C/D

Generated using Lockheed Martin CorpDocs 2020 Version

25 August 2020 – 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:

NONE

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 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.)

52.216-7 Allowable Cost and Payment (JUN 2013) ("Government" and "United States" mean "LOCKHEED MARTIN" except in paragraphs (a)(3) and (b)(1)(ii)(F) where "and LOCKHEED MARTIN" is inserted after "Government". "Contracting Officer", "Administrative Contracting Office", and "ACO" mean "LOCKHEED MARTIN Procurement Representative" except in paragraph (g) where "or LOCKHEED MARTIN Procurement Representative" is inserted after "Contracting Officer". The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In

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paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies to the material portion of the contract).

FAR 52.222-37 Employment Reports on Veterans (JUL 2014) (Applies if this contract is for \$100,000 or more.)

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:

FEDERAL ACQUISITION REGULATION (FAR)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies if the contract is funded in whole or in part with Recovery Act funds.)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-00015) (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.)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications – ALT I (OCT 2010) ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

52.216-7 Allowable Cost and Payment -- ALT I (FEB 1997) (Applies to cost reimbursement contracts. Not applicable to Commercial Items as defined in FAR 2.101.)

52.217-2 Cancellation Under Multiyear Contracts (OCT 1997) (Applies to multiyear contracts. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

52.222-51 Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (Applies to contracts for exempt services.)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015) (Applies if contract exceeds \$500,000 and is for supplies, other than commercially available off-the-shelf items, or services to be acquired or performed outside the United States.) In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

52.223-13 Acquisition of EPEAT - Registered Imaging Equipment (JUN 2014) (Applies to contracts for "imaging equipment" as defined in the clause.)

52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014)

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52.228-3 Worker's Compensation Insurance (Defense Base Act) (JUN 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." In paragraph (a) the blanks are completed with "Thailand, Indonesia, Poland, Taiwan, Morocco, Pakistan, Iraq, Turkey, Chile, Bahrain, Egypt, Jordan, Oman". Not applicable to Commercial Items as defined in FAR 2.101.)

52.230-2 Cost Accounting Standards (DEVIATION 2018-O0012) (APR 2018) (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." Not applicable to Commercial Items as defined in FAR 2.101.)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies to contracts where software or services will be retransferred to the Government.)

52.249-6 Termination (Cost-Reimbursement) ALT I (SEP 1996) (Applicable to contracts for construction. "Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of the Prime Contract's Contracting Officer. Not applicable to Commercial Items as defined in FAR 2.101.)

DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (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.)

252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013) (Not applicable to Commercial Items as defined in FAR 2.101.)

252.225-7008 Restriction on Acquisition of Specialty Metals (MAR 2013) (Applies if the contract requires the delivery of specialty metal as an end item.)

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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.)

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if the contract may require Seller personnel to interact with detainees in the course of their duties.)

252.237-7023 Continuation of Essential Contractor Services (OCT 2010) (Applies to contracts for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds the simplified acquisition threshold. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (OCT 2015) (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.)

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-00020) (SEP 2014) (Applies if contract exceeds \$50,000. The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--".)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (SEP 2017) (DEVIATION 2017-00004) (Applies if Seller personnel are performing in the USCENTCOM AOR.)

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) ("Contracting Officer" means "Lockheed Martin".)

252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013) (Applies to contracts with motor carriers, brokers, or freight forwarders. Communication with the Contracting Officer shall be made through Lockheed Martin.)

AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT (AFFARS)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019) (Not applicable to Commercial Items as defined in FAR 2.101.)

5352.242-9000 Contractor Access to Air Force Installations (OCT 2019) (Applies if Seller will perform Work on a government installation. Not applicable to Commercial Items as defined in FAR 2.101.)

5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (OCT 2020) (Applies if Seller will perform Work on a government installation. Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, “Government” means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

NONE