

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

Facilities Lease AFP6

F33657-97-L-2019

Generated using Lockheed Martin CorpDocs 2016 Version

NOV. 7, 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. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)

FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (SEP 1996)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015)

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

DFARS 252.204-7015 DISCLOSURE OF INFORMATION TO LITIGATION SUPPORT CONTRACTORS (FEB 2014)

DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

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 [52.203-12](#) LIMIT

FAR [52.215-21](#) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS. (OCT 1997) ("Contracting Officer" means "Lockheed Martin.")

FAR [52.219-9](#) SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) (Applies if this contract exceeds \$550,000. Does not apply if 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 for Commercial Items as defined in FAR 2.101.)

FAR [52.222-4](#) CONT-0 0 11.04 711.04 AA122(I)12.8éíf 'z •5zRQ mmgQ §- € T|d Ò6 " 'j0- e

FAR [52.245-1 ALTI](#) ALTERNATE I -- GOVERNMENT PROPERTY. (JUN 2007) ("Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used e/7s9or8.9("i)-1.1()-3(9(ip)]TJ -a e)11.age a9h9(c) a4 ahh(e)10.9(u)2(sediew)6.6tlee1.9(s)-5

FAR [52.204-2 ALT II](#) SECURITY REQUIREMENTS. (APR 1984) (Applies only if this contract involves

FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT -- CONSTRUCTION MATERIALS (MAY 2014)

FAR [52.225-9](#) BUY AMERICAN ACT CONSTRUCTION MATERIALS. (FEB 2009) (Applicable if the Work contains other than domestic components as defined by this clause.)

FAR [52.225-11](#) BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (MAR 2009)

FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

FAR 52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS (MAY 2014) Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2016) Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) - Applies if Seller will perform work subjSsO2.A2eliil3-8.2(E0.565 0 Td ()A<> nE/9r4.6,()A<> nE/9r4.6()2(3s.6(or)-14

FAR 52.236-12 CLEANING UP (APR 1984) -“Contracting Officer” means “Lockheed Martin Procurement Representative”

FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) -"Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government”

FAR 52.236-17 LAYOUT OF WORK (APR 1984)

FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - "Contracting Officer" means Lockheed Martin except in the first sentence of paragraph (a) where it means "Lockheed Martin and the Contracting Officer." "Government" means Lockheed Martin and the Government.

FAR 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984) - “Contractor” means Seller, and “Contracting Officer” means Lockheed Martin.

FAR 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

FAR 52.237-1 SITE VISIT (APR 1984)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)- “Contractor” means Seller, and “Government” and “Contracting Officer” mean Lockheed Martin except in first sentence “Government installation” means Government installation or Lockheed Martin property.

FAR [52.237-11](#) ACCEPTING AND DISPENSING OF \$1 COIN. (SEP 2008)

FAR 52.242-16 STOP-WORK ORDER FACILITIES (AUG 1989)— ("Contracting Officer" and "Government" means "Lockheed Martin.")

FAR 52.243-2 CHANGES—COST REIMBURSEMENT (APR 1984) ALT III ("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 for Commercial Items as defined in FAR 2.101.)

FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (AUG 2010) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

FAR 52.246-13 INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996) ("Government" means "Lockheed Martin and the Government." Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.248-3 VALUE ENGINEERING CONSTRUCTION (SEP 2006) "Government" means "Lockheed Martin or the Government except in paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer"

FAR [52.249-6 ALTI](#) TERMINATION (COST-REIMBURSEMENT).(SEP 1996) ("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. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS [252.203-7002](#) REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JAN 2009)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (AUG 2008)

(d) Additional approved deviation or changes to FAR Part 45 shall be incorporated in this Clause by mutual agreement of both LOCKHEED MARTIN and SELLER for purposes of streamlining administrative procedures.