

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8625-16-D-6458 Five Year Ordering Contract (FYOC)

Generated using Lockheed Martin CorpDocs Version 2017

27 April 2017 – Original

08 January 2019 – Revision 01

15 December 2020 – Revision 02

26 April 2021 – Revision 03

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.

If the date or substance of any of the clauses listed below is different from the date or substance of the

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 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (NOV 2015) Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA ((Deviation 2018-00015) (MAY 2018) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATION (Deviation 2018-00015) (MAY 2018) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) Applies if the Work contains or is manufactured with ozone-depleting substances.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)

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

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013) Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)
"Contracting Officer" means "Lockheed Martin" or "Contracting Officer."

FAR 52.229-8 – Taxes – Foreign Cost Reimbursement Contracts (Mar 1990) In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____. (Applies if this is a cost reimbursement contract.)

FAR 52.232-16 – Progress Payments (Apr 2012) "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."

FAR 52.232-17 – Interest (May 2014) "Government" means "Lockheed Martin".

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.239-1 – Privacy or Security Safeguards (Aug 1996)

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. (Applies if this is a cost reimbursement contract.)

DFARS 252.208-7000 – Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991)
(Applies if the subcontract involves precious metals.)

DFARS 252.211-7005 – Substitutions for Military or Federal Specifications and Standards (Nov 2005)

DFARS 252.211-7006 – Passive Radio Frequency Identification (Sep 2011)

DFARS 252.216-7009 – Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding (Sep 2013)

DFARS 252.217-7026 – Identification of Sources of Supply (Nov 1995) The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified).

DFARS 252.217-7028 – Over and Above Work (Dec 1991) "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.

DFARS 252.219-7004 – Small Business Subcontracting Plan (Test Program) (Oct 2014)

DFARS 252.225-7027 – Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)

DFARS 252.225-7028 – Exclusionary Policies and Practices of Foreign Governments (Apr 2003)

DFARS 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.

DFARS 252.225-7997 – (Deviation 2010 – 00014) Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Airghalirhand20-3.4()D0.7(w)2.5(l)-6.5(e)2(b)13.6(e)

DFARS 252.234-7004 – Cost and Software Data Reporting System (Nov 2014) In paragraph (b), "Government" means Lockheed Martin. (Applies to contracts that

(2) Technical data pertaining to items, components, or processes developed after October 18, 2006 by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (Jun 2013), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Contractor or its subcontractors from September 29, 1995 to October 18, 2006 shall be governed by FAR 52.227-19 (Dec 2007).

(4) Commercial computer software developed exclusively at private expense after October 18, 2006 by either Contractor or its subcontractors shall be governed by a software license agreement customarily provided to the public, provided said licenses are consistent with Federal law and satisfy the needs of the user.

(5) Noncommercial computer software developed by either Contractor or its subcontractors shall be governed by DFARS 252.227-7014 (May 2013).

