

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**N00019-20-C-**

**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:

**FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)** (Applies if this Contract is funded in whole or in part with Recovery Act funds.)

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (NOV 2011)** (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and SELLER employees will perform acquisition functions closely associated with inherently governmental functions.) (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)** (Applies if SELLER shall deliver critical safety items during the performance of this Contract.)

**DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)** (Applies if SELLER will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**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.)

**DFARS 252.211-7008 USE OF GOVERNMENT-ABT/Ft nBT/F4 11.04 Tf1 0 0 1 150.98 577.75 Tm0 g0 G[70)11(08**

**DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0015) (SEP 2015)** (Applies for cost or incentive type contracts valued at \$100,000,000 or more) (“Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.

**DFARS 252.234-7004 ALT I COST AND SOFTWARE DATA REPORTING SYSTEM - ALTERNATE I (NOV 2014)** (Applies if contract is equal to or greater than \$20 million, but less than or equal to \$50 million.) (In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)** (Applies if SELLER personnel is required to interact with detainees in the course of their duties during the performance of this Contract.)

**DFARS 252.239-**

(c) The term "Federal Stock Number" (FSN), which may be referred to in the specifications of this contract or elsewhere in this contract, shall mean "National Stock Number" (NSN), and the term "Federal Item Identification Number", wherever it appears, shall mean "National Item Identification Number". (As used in the foregoing clause, the term "Contracting Officer" shall mean the "Administrative Contracting Officer" (ACO) with respect to provisioned items and other supplies ordered by the ACO.)

**NAVAIR 5252.227-9511 (FEB-09) DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

**NAVAIR 5252.228-9501 (MAR-99) LIABILITY INSURANCE**

The following types of insurance are required in accordance with the clause entitled, [insert "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons""] and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$[ \$200,000] per person and \$[ \$500,000] per accident for bodily injury.

(b) Automobile Insurance: \$[ \$200,000] per person and \$[ \$500,000] per accident for bodily injury and \$[ \$500,000] per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$[ \$200,000] per person and \$[ \$500,000] per occurrence for bodily injury, other than passenger liability; \$[ \$200,000] per occurrence for property damage. Passenger bodily injury liability limits of \$[insert \$200,000 or other appropriate amount] per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**NAVAIR 5252.232-9509 ALT I (OCT-13) ALTERNATE I TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES**

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for

its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractor's documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (6) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(7) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

#### **NAVAIR 5252.247-9507 (OCT-05) PACKAGING AND MARKING OF REPORTS**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

(1) Name and business address of contractor.

(2) Contract Number/Delivery/Task order number.

(3) Contract/Delivery/Task order dollar amount.

(4) Whether the contract was competitively or non-competitively awarded.

(5) Name of sponsoring individual.

(6) Name and address of requiring activity.

#### **NAVAIR 5252.247-9508 (JUN-98) PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

#### **NAVAIR 5252.247-9509 (JUL-98) PRESERVATION, PACKING AND MARKING**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable Name and address. (b) All packages 1







