



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

**C-5 AMP/RERP CONTRACTOR LOGISTICS SUPPORT (CLS) FOLLOW-ON /
FA8525-16-D-0003**

GENERATED USING THE 2015 VERSION OF LOCKHEED MARTIN CORPDOCS

**JUNE 9, 2017
(ORIGINAL)**

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

1. Add the following clause(s):

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101.)

FAR 52.216-11 COST CONTRACT -- NO FEE (APR 1984) ("Government" and "Contracting Officer" mean "Lockheed Martin.") ((Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101.)

FAR 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997) ("Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101.))

FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

In compliance with the Service Contract Labor Standards statute, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:
It is not a Wage Determination**

Employee Class	Monetary Wage	Fringe Benefits
Aerospace Engineer	39.83	N/A
Aircraft Electrician	30.19	N/A
Aircraft Mechanic	30.19	N/A
Aircraft Systems Mechanic	30.19	N/A
Electrical Engineer	39.83	N/A
Electronics Engineer	39.83	N/A
Electronics Integrated Systems Engineer	30.19	N/A
Logistics Management Specialist	36.32	N/A
Management and Program Analyst	36.32	N/A
Materials Engineer	39.83	N/A
Mechanical Engineer	39.83	N/A
Program Management Specialist	39.83	N/A
Quality Assurance Specialist	36.32	N/A
Safety Engineering	39.83	N/A
Special Weapons Systems Mechanic	30.19	N/A
Welding Engineer	39.83	N/A
Item Management Specialist	TBD	N/A

(The above Clause/Provision has been modified.)
(Applicable to service items over \$2,500)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -- PRICE ADJUSTMENT (MAY 2014) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) 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 (DEC 2014)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT--MAJOR SYSTEMS (MAY 2014) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" means "Lockheed Martin.")

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.243-2, ALT I CHANGES -- COST-REIMBURSEMENT (APR 1984)

FAR 52.243-2, ALT II 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.)

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

FAR 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997) (In paragraph (a) the phrase "services delivered under this contract" means "services delivered under the prime contract ")

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101.)

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 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 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this contract; not applicable where Lockheed Martin will assume responsibility for marking the property)

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 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) ("Contracting officer" means "Lockheed Martin.")

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) (Applies if Seller is furnishing any of the items covered by this clause.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "Lockheed Martin.")

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

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

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013) ("Contracting Officer" means Lockheed Martin.)

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

DFARS 252.246-7001 WARRANTY OF DATA-BASIC (MAR 2014) ("Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

AFFARS 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)

AFFARS 5352.209-9000, ALT V ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)

AFFARS 5352.209-9000, ALT VI ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)

SECTION-D, PACKAGING AND MARKING

- **REPAIRABLE ITEMS BEING RETURNED FROM A VENDOR (MAY 2006)**

A. When repairable items are returned to the warehouse after being repaired by a vendor it is critical that they be distinguished from new item purchases. Repairables must therefore be identified on the Material Inspection and Receiving Report (MIRR) (DD 250) that accompanies the shipment as follows:

1. For vendors who prepare paper DD 250s as stand alone documents, enter "Serviceable Assets shipped from a Repair Contractor. Input Receipt using Doc ID "D4M" to the Air Force Owner RI" in the body of block 14. Leave the code block blank.

2. For vendors who use Wide Area Work Flow (WAWF) to prepare the DD 250 by printing them out of WAWF a different procedure is needed. In WAWF there is a Mark For field and a Mark For tab.
 - (a) Mark For field: This field is the equivalent of the code field of block 14. Leave the Mark For field blank and proceed to the Mark For tab.
 - (b) Mark For tab: The Mark For tab is located on the top of the WAWF screen along with the Header and Line Item tabs. The Mark For Tab is the equivalent of the body of the paper DD 250 block 14. Under the Mark For tab there is a Mark For Rep and a Mark For Secondary columns. In the Mark For Rep enter "Serviceable Assets shipped from a Repair Contractor. Input Receipt using Doc ID "D4M" to the Air Force Owner RI".

2. The following Special Contract Requirements (H clauses) are added:

N/A

3. Summary of Changes:

N/A