

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-22 A/C 4006 REFURBISHMENT FA8611-16-C-9704

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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 52.219-9 Small Business Subcontracting Plan (Oct 2014) (Applies if this contract exceeds \$650,000. Does not apply if Seller 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.)

DFARS 252.203-7004 Display of Hotline Posters (Jan 2015) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause. Does not apply for Commercial Items as defined in FAR 2.101.)

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 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011) (Does not apply for Commercial Items as defined in FAR 2.101.)

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

FAR 52.215-23 ALT I Alternate I – Limitations on Pass-Through Charges (Oct 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Does not apply for Commercial Items as defined in FAR 2.101)

Far 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015) (In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

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

FAR 52.232-17 Interest (May 2014) ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013) (applicable in subcontracts where software or services will be retransferred to the Government.)

FAR 52.243-1 ALT V Alternate V – Changes-Fixed-Price (Apr 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted. Does not apply for Commercial Items as defined in FAR 2.101))

FAR 52.243-2 ALT V Alternate V – 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. Does not apply for Commercial Items as defined in FAR 2.101)

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 252.228-7001 Ground and Flight Risk (Jun 2010) (In paragraph (a)(1)(i), "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. Does not apply for Commercial Items as defined in FAR 2.101))

DFARS 252.235-7004 Protection of Human Subjects (Jul 2009) (Does not apply for Commercial Items as defined in FAR 2.101))

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013) (Applicable to all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.239-7000 Protection Against Compromising Emanations (Jun 2004) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012) (Applicable to subcontracts over \$150,000. Does not apply for Commercial Items as defined in FAR 2.101; "Government" means "Lockheed Martin.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012) (applicable in subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)(Applicable to all subcontracts in which government property may be located at supplier facilities. "Contracting Officer" means Lockheed Martin.)

DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jun 2013) (Communication with the Contracting Officer shall be made through Lockheed Martin. Applicable to all subcontracts, including subcontracts for commercial items, with motor carriers, brokers, or freight forwarders.)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)

AFFARS 5352.223-9001 Health and Safety on Government Installations (Nov 2012) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (Nov 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Does not apply for Commercial Items as defined in FAR 2.101)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

Reserved