

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS**

**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**FA8205-18-D-222 -HCUVgT ~~W~~**

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**Original Release January 25, 2018**



also identify those supplies that it will not manufacture or to which it will not contribute significant value.”)

**FAR 52.216-16 (OCT 1997) INCENTIVE PRICE REVISION A FIRM TARGET.** ("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. Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.222-42 (MAY 2014) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES.** (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.)

**FAR 52.222-43 (MAY 2014) FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS).** (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) 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 52.222-62 (JAN 2017) PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706.** (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

**FAR 52.227-3 (APR 1984) PATENT INDEMNITY**

**FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)** (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

**FAR 52.232-16 (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010),** in lieu of the clause at Federal Acquisition Regulation (FAR) 52.232-16



(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.”

**FAR 52.243-2, ALT V (AUG 1987) CHANGES - COST REIMBURSEMENT**

("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; not applicable to Commercial Items as defined in FAR 2.101). Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause:

“(1) Drawings, designs, or specifications.

(3) Place of inspection, delivery, or acceptance.”

**FAR 52.245-2 (APR 2012) GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES** (Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin.").

**FAR 52.245-9 (APR 2012) USE AND CHARGE** (Applicable to subcontracts where government property will be provided; Communications with the Government under this clause will be made through Lockheed Martin).

**FAR 52.246-26, REPORTING NONCONFORMING ITEMS (JUN 2020)** (Applies if this contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to Lockheed Martin as well as the Contracting Officer. Seller shall notify Lockheed Martin when it issues a GIDEP report pursuant to this clause.)

**DFARS 252.203-7004 (OCT 2015) DISPLAY OF HOTLINE POSTERS** (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause; not applicable to Commercial Items as defined in FAR 2.101).

**DFARS 252.204-7018, PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)** (Copies if reports provided by Seller under this clause will be provided to Lockheed Martin.)

**DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)** (Not applicable to commercial off the shelf items.)

**DFARS 252.209-7010 (AUG 2011) CRITICAL SAFETY ITEMS.** (Applicable if subcontract requires delivery of critical safety items covered by the clause).



**DFARS 252.234-7002 (MAY 2011) EARNED VALUE MANAGEMENT SYSTEM.** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.; (Applicable to subcontracts in excess of \$50,000,000; not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7004 (NOV 2014) COST AND SOFTWARE DATA REPORTING SYSTEM.**  
(A

**AFFARS 5352.223-9001 (NOV 2012)**





Contractor occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or Subcontractor personnel.

All Contractor Management Staff and Contractor personnel shall be clearly identified as such at all times. Contractor identification shall include conversations, mail, email, teleconferences, video teleconferences, faxes, and/or other electronic communication whether with Government personnel, other Contractor personnel, or with the public when supporting this contract where their status as Contractor employees might not otherwise be apparent or where they might be otherwise identified. (5)(w)1G(t.)9(m)-4(i)-sentence

(c) All property under this clause will be accounted for under the Contractor's or SubContractor's approved property system

(d) This clause is in effect as long as the Contractor and any SubContractor whose contract contains a similar clause has a Government approved property system. Without an approved Government property system, authorization under this clause will be handled on a case-by-case basis and subject to the Contracting Officer's approval

(e) The material acquired in support of this contract, and this contract's CLINs requirements will remain in Contractor control for exclusive use in providing of a Support Material Capability. However, the Government retains right to title of all material acquired to execute this contract

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract



