



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

F-35 LRIP 11 Non-Annualized Sustainment N00019-18-C-1048

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Original: 18 AUGUST 2016 (Solicitation Number: N00019-16-R-0052)

REV 1: 10 AUG 2018

REV 2: 29 OCT 2020

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

FAR 52.219-9 Small Business Subcontracting Plan (NOV 2016) (Applies if this contract exceeds \$700,000. 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.)

FAR 52.222-26 Equal Opportunity (SEP 2016)

FAR 52.222-37 Employment Reports on Veterans (FEB 2016) (

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)
(Applies if SELLER is furnishing any of the items covered by this clause.)

DFARS 252.227-7019 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016) (Applies if this Contract requires the delivery of computer software.)
("Contracting Officer" means "Lockheed Martin" or "Contracting Officer.")

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016) (Applies if this Contract requires the delivery of technical data.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

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 Government Identified in the clause in the prime contract; TBD. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.229-9 TAXES--COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS (MAY 1990) (The blank is completed with Government Identified in the clause in the prime contract; TBD)

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

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (Applicable for subcontractors furnishing critical items for the contract.)

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. Does not apply where Lockheed Martin will assume responsibility for marking the property)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014). (Not applicable to Commercial Items as defined in FAR 2.101; applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

DFARS 252.225-7030 RESTRICTION ON DISPOSITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006). (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Inst 479.23 T792 reW or American

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012). (Applicable to

number]. When a subcontractor submits directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly submitted to the Government.

(a) **General:** The contractor shall provide supporting documentation as a supplement to each invoice submitted for payment in accordance with the requirements of this clause and CDRL [insert appropriate CDRL number]. This documentation shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice.

(b) **Incurred Costs:** For cost reimbursable service contracts and for cost reimbursable contract line items for or related to services, the contractor shall segregate costs incurred and utilize the data tables outlined in attachment [insert appropriate contract attachment number] to provide the detail required below. The total of all cost elements below shall match the applicable invoiced amount(s). If a particular element is not applicable or there are no costs associated to a particular element, the tables shall state "Not Applicable." Documentation required herein that is not reported as part of the data tables shall be included as a separate attachment or otherwise made available for review in a location accessible to the Government with notification of this location provided to the Procuring Contracting Officer.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the

-mail, to the point of contact listed in

Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005) (Applicable if the subcontractor will be making shipments directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2)

