



LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-19-G-0008
F-35/JSF OMNIBUS Basic Ordering Agreement Prime Conts9yc

FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021) (Applies only if this Contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this Contract.)

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARD (JUN 2020) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(b)(2) is deleted.)

FAR 52.209- CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applies if this Contract exceeds the threshold in FAR 9.405-2(b). Does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA MODIFICATIONS (JUN 2020) (Applies whenever Seller is required to furnish certified cost or pricing data in

and obligations under this clause shall survive completion of the work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2019-O0015) (MAY 2018) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATIONS (JUN 2020) (Applies if this Contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA MODIFICATIONS (JUN 2020) (Applies if there is an exemption from

paragraphs (a)(1) and (b).)

FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 22.1408(a) on the date of award.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of award.)

FAR 52.222-50 COMBATting TRAFFICKING IN PERSONS (OCT 2020)

FAR 52.223-18 ENCOURING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Contracting Officer means Lockheed Martin. Government means Government and Lockheed Martin.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) Applies when the contract states that it is subject to modified 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 Seller and the Contracting Officer if such communications 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 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in paragraph (b)(2) if the clause.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALITY METALS (DEC 2019) (Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted. The phrase end item in paragraph (e)(6) means end item under the prime contract. For the purpose of this clause, Seller shall assume the minimal amount exception in paragraph (c)(6) does not apply with respect to this Contract unless otherwise notified by Lockheed Martin.)

DFARS 252.225-7013 DUTY FREE ENTRY (APR 2020) (In paragraph (c), Government and 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 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (Administrative Contracting Officer means Lockheed Martin and Government means Lockheed Martin and Government.)

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021)

with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. Not applicable to commercia

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST MAJOR DEFENSE ACQUISITION PROGRAM (MAY 2019)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this Contract.)

DFARS 252.211-

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. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) (Applies if this is a Cost or Incentive contract equal to or greater than \$20,000,000. "Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means LOCKHEED MARTIN. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.234-7004 ALT I ALTERNATE I COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies if contract value is greater than \$50 million. In paragraph (b), "Government" means LOCKHEED MARTIN. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (Applies if this Contract requires Seller personnel to interact with detainees during the performance of this Contract.)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (SELLER

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011) (Not applicable to commercial items as defined by FAR 2.101.)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal workspaces in support of the Contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized
ive and approved by the Contracting Oes by acinterUU@PHVQWw

