

LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

**C-5M Communication, Navigation, Surveillance/Air Traffic Management (CNS/ATM) Upgrade /
Contract FA8625-17-C-6589**

Generated using Lockheed Martin CorpDocs 2015 Version

March 20, 2017

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 fo-deleting and they shall not impose any obligations upon

1. The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.216-11 COST CONTRACT-NO FEE. (APR 1984)

"Government" and "Contracting Officer" mean "Lockheed Martin."

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

FAR 52.227-1 ALTERNATE I - AUTHORIZATION AND CONSENT. (APR 1984) (Applies if this contract exceeds \$25,000.)

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

FAR 52.243-1 ALTERNATE V - CHANGES-FIXED-PRICE. (APR 1984)

FAR 52.243-2 ALTERNATE V - CHANGES-COST-REINBURSEMENT. (APR 1984)

FAR 52.245-9 USE AND CHARGES (APR 2012)

**FAR 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS). (APR 2012)**

"Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where

"Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin and the Government" and "Contracting Officer's Representative" means "Lockheed Martin and the Government".

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

DFARS 252.239-7018 -- SUPPLY CHAIN RISK. (NOV 2013)

Applies if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. "Government" means "Lockheed Martin and the Government."

DFAR 252.239.7999 – CLOUD COMPUTING SERVICES. (DEVIATION 2015-O0011) (JAN 2015)

"Contracting Officer" means "Lockheed Martin." Copies of all notices made under this clause shall be provided to Lockheed Martin.

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

"Government" means "Lockheed Martin."

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

DFAR 252.245.7004 REPORTING, REUTILIZATION, AND DISPOSAL. (MAY 2013)

"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.

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."

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."

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."

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CAC) 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.

2. The following Special Contract Requirements are added:

SECTION E – INSPECTION AND ACCEPTANCE:

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)

"Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

Applies if this contract requires delivery of Items directly to the Government.

SECTION F – DELIVERIES OR PERFORMANCE:

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (TAILORED)

"Contracting Officer" and "Government" mean "Lockheed Martin."

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 30 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order (,)10.8(a)-7ye08)

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Applies to Firm-Fixed-Price subcontracts only.

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989)

