**F-16 BSB Prime Flow Downs**

**BSB Prime Flowdowns\_FAR\_DFARs\_DLAD**

**A. INCORPORATION OF FAR AND DFARS CLAUSES**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.

2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

3. "Contract" means this contract.

4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

6. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.

7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.

2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.

4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.

7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

**Supplemental Term(s) Added**:

Notes numbers if used from above are the same notes from the LM Corp Docs that are part of the purchase order plus those noted below:

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| --- | --- | --- | --- | --- |
| **Type** | **Clause No** | **Date** | **Title** | **Applicable Notes and Modifications** |
| FAR | 52.203-8 | May-14 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity |  |
| FAR | 52.204-18 | Aug-20 | Commercial and Government Entity Code Maintenance |  |
| FAR | 52.216-16 | Oct-97 | INCENTIVE PRICE REVISION -- FIRM TARGET | Note 2 applies, and Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. |
| FAR | 52.222-51 | May-14 | EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR  STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF  CERTAIN EQUIPMENT - REQUIREMENTS |  |
| FAR | 52.223-15 | May-20 | Energy Efficiency in Energy-Consuming Products |  |
| FAR | 52.223-16 | Oct-15 | Acquisition of EPEAT(tm )- Registered Personal Computer Products |  |
| FAR | 52.225-3 | May-14 | BUY AMERICAN - FREE TRADE AGREEMENTS - ISRAELI TRADE ACT |  |
| FAR | 52.229-8 | Mar-90 | TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS | In paragraph (b), Note 2 applies. The blank is completed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| FAR | 52.232-17 | May-14 | Interest | 1 |
| FAR | 52.232-39 | Jun-13 | Unenforceability of Unauthorized Obligations |  |
| FAR | 52.239-1 | Aug-96 | Privacy or Security Safeguards |  |
| FAR | 52.245-9 | Apr-12 | Use and Charges | Communications with the Government under this clause will be made through Lockheed Martin. |
| FAR | 52.246-11 | Dec-14 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT |  |
| FAR | 52.246-15 | Apr-84 | Certificate of Conformance |  |
| DFARS | 252.211-7006 | Dec-19 | PASSIVE RADIO FREQUENCY IDENTIFICATION |  |
| DFARS | 252.211-7007 | Aug-12 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | Applies if Seller will be in possession of Government property for the performance of this contract. |
| DFARS | 252.211-7008 | Sep-10 | USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS |  |
| DFARS | 252.225-7027 | Apr-03 | RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES | The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted. |
| DFARS | 252.225-7028 | Apr-03 | EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS |  |
| DFARS | 252.225-7047 | Jun-13 | EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT | The blanks paragraph (b) is completed as follows \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| DFARS | 252.225-7975 | Aug-20 | ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (DEVIATION 2020-O0022) |  |
| DFARS | 252.234-7002 | Sep-15 | EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) | 1 |
| DFARS | 252.237-7010 | Jun-13 |  |  |
| DFARS | 252.239-7000 | Oct-19 | PROTECTION AGAINST COMPROMISING EMANATIONS | 1 & 2 in paragraphs (c) and (d). |
| DFARS | 252.243-7002 | Dec-12 | REQUESTS FOR EQUITABLE ADJUSTMENT | 1 |
| DFARS | 252.245-7001 | Apr-12 | Tagging, Labeling, and Marking of Government-furnished Property |  |
| DFARS | 252.245-7004 | Dec-17 | REPORTING, REUTILIZATION, AND DISPOSAL | 2 |
| DFARS | 252.246-7006 | Mar-16 | WARRANTY TRACKING OF SERIALIZED ITEMS |  |
| DFARS | 252.247-7003 | Jun-13 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer | Communication with the Contracting Officer shall be made through Lockheed Martin. |
| DLAD | 5352.204-9000 | Oct-19 | NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP  SECURITY AGREEMENTS |  |
| DLAD | 5352.223-9000 | Oct-19 | ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) | The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." |
| DLAD | 5352.223-9001 | Oct-19 | HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS | Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." |
| DLAD | 5352.242-9000 | Oct-19 | CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS | Applies if Seller will perform work on a Government installation. Note 2 applies. In paragraph (e) "the prime contractor" means "Seller." |