

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
NAVSUP Repair Contract
N00383-19-P-027D

Generated using Lockheed Martin CorpDocs 2019 Version

30 August 2019

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 forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

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

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government. When

subcontractor software/service is required to be transferred to the government, ensure the license, terms of service or other instrument includes appropriate transfer rights and does not include reverse indemnities or other provisions that would be prohibited by this clause.

FAR 52.245-9 Use and Charges (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin)

DFARS 252.211-7006 Passive Radio Frequency Identification (MAR 2018) (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

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)

DFARS 252.217-7028 Over and Above Work (DEC 1991) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted. Not applicable to 'Commercial Items' as defined in FAR 2.101)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) ("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government)