**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

**ADDITIONAL TERMS AND CONDITIONS**

**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**PRIME CONTRACT NUMBER N00383-20-P-D010**

**NAVSUP Repair CNI-MU Contract**

**Generated Using the 2020 Version of the Lockheed Martin CorpDocs**

**Original: October 6, 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 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 (AUG 2018)**

**FAR 52.222-54 Employment Eligibility Verification (OCT 2015)**

**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)**

**PART II. MODIFICATIONS:** The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

**FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (AUG 2014)**

**FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)**

**DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)**

**DFARS 252.204-7012 SAFEGAUDARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)**

**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:

**DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)** Flowdown is not required but the subject matter should be addressed in subcontract solicitations.

**DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL(DEC 1991)** Applies if this contract involves precious metals.

**DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (MAR 2018)** Flowdown is not expressly required by the clause, but the clause should be included in 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.

**DFARS 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009)** Applies if the Work contains forging items described by the clause.

**DFARS 252.225-7036** **Buy American-Free Trade Agreements –Balance of Payments Program** **(DEC 2016)** While flowdown is not expressly required by the clause, it should be included in all subcontracts for supplies. If Alternate I is included in the prime contract, it should included in subcontracts as well.

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) “**Government" means "Lockheed Martin**.**

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Flowdown is not expressly required by the clause, but it should be included in subcontracts where the items furnished by the subcontractor will be subject to serialized tracking. Note that the subcontract statement of work or other document will need to identify the items subject to serialized tracking.)

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

**FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)** Flowdown of this clause is not required, but provisions should be included in subcontracts to ensure that in the event Lockheed Martin suffers liability under this clause due to actions by a subcontractor, the company has recourse against the subcontractor. Clause 2 of CorpDoc 2, CorpDoc 3 and CorpDoc 4 accomplishes this. See also guidance to FAR 52.203-10.

**FAR 52.225-3 BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (MAY 2014)** Flowdown is not expressly required by the clause, although it should be included in all subcontracts.

Note that the Department of Defense has its own clauses set forth in the DFARS which pertain to this subject. Such clauses supplant this clause when referenced in the prime contract.

**FAR 52.232-17 INTEREST (MAY 2014)** "Government" means "Lockheed Martin."

**FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)** Flowdown is not expressly required by the clause but it should be included in 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.

**FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM) (APR 1984)** "Contracting Officer" and "Government" mean "Lockheed Martin."