

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**Defense Logistics Agency (DLA) Basic Ordering Agreement (BOA) –**  
**CONTRACT NO. SPE4A1-18-G-0017**  
**For use with Lockheed Martin Delivery Orders issued under Contract**  
**No. SPE4A1-18-G-0017**

**Generated using Lockheed Martin CorpDocs 3A 2018 Version**

**Rev 1 - 30 September 2020**

**Rev 2 – 02 November 2020**

**Rev 3 – 26 June 2023**

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:

**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 52.232-17 Interest (May 2014)** (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.246-15 Certificate of Conformance (Apr 1984)** (Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

**DFARS 252.211-7006 Passive Radio Frequency Identification (Dec 2019)** (Applies to all 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 252.228-7001 Ground and Flight Risk (Mar 2023)** (In paragraph (a)(1) "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." The provisions of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012)** (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.245-7004 – Reporting, Reutilization and Disposal (Sep 2016)** (Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

**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 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010)** (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

**FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)** (Flowdown in subcontracts is not required, but solicitations for subcontracts where telecommunications or video surveillance equipment or services may be provided as a deliverable or as a component of a deliverable should include a representation based on this clause.)

**FAR 52.211-11 Liquidated Damages Supplies, Services or Research and Development (Sep 2000)** (Flowdown is not required, although consideration should be given to imposing liquidated damages provisions on subcontracts whose schedule performance can impact performance of the prime contract. Liquidated damages clauses, when used in subcontracts, should be custom-prepared for the subcontract in question.)

**FAR 52.246-17 Warranty of Supplies of a Noncomplex Nature (Jun 2003)** (Flowdown is not required by the clause but consideration should be given to determining appropriate warranty requirements in subcontracts.)

**FAR 52.247-68 Report of Shipment (REPSHIP) (Feb 2006)** (Flowdown is not required, although appropriate shipping instructions should be included in subcontracts, including where subcontractors will be shipping supplies directly to the Government.)

**DFARS 252.209-7010 Critical Safety Items (Aug 2011)** (Flowdown is not required by the clause, but it is possible that critical safety items covered by the clause may be furnished by suppliers. In such cases, the subcontract should contain appropriate quality assurance provisions commensurate with the provisions which apply to critical safety items furnished by the prime contractor.)

**DFARS 252.217-7026 Identification of Sources of Supply (Nov 1995)** (Applies to subcontracts where the subcontractor will be furnishing items acquired by lower tier subcontractors without added value. Not applicable to Commercial Items as defined in FAR 2.101. The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (May 2019)** (Flowdown is expressly required by subparagraph (g) of this clause for participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans FAR 52.219-9 is required in other subcontracts that meet the criteria specified in that clause.)

**DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (June 2005)** (While the clause does not expressly require flowdown, it should be included in any subcontract that requires the delivery of hand or measuring tools.)

**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 be included in subcontracts as well.)

**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.)

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, “Government” means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

## **H-1 HAZARD WARNING LABELS**

The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.