

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
Delivery Order No. 70Z03818FC0000061
Generated using Lockheed Martin CorpDocs 3A 2018 Version

13 September 2018

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:

None

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:

None

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)

FAR 52.211-11 – Liquidated Damages Supplies, Services or Research and Development (Sep 2000)

FAR 52.232-17 0 Interest (May 2010)

FAR 52.246-11 – Higher-Level Contract Quality Requirement (Dec 2014)

FAR 52.246-17 - Warranty of Supplies of a Noncomplex Nature (Jun 2003)

FAR 52.247-68 – Report of Shipment (Feb 2006)

DFAR 252.204-7000 – Disclosure of Information (Aug 2013)

DFAR 252.209-7010 – Critical Safety Items (Aug 2011)

DFAR 252.211-7006 – Passive Radio Frequency Identification (Sep 2011)

DFAR 252.211-7007 – Reporting of Government Furnished Property (Aug 2012)

DFAR 252.217-7026 – Identification of Sources of Supply (Nov 1995)

DFAR 252.225-7015 – Restriction on Acquisition of Hand or Measuring Tools (June 2005)

DFAR 252.225-7036 – Buy American-Free Trade Agreements – Balance of Payments Program (Dec 2016)

DFAR 252.243-7002 – Requests for Equitable Adjustment (Dec 2016)

DFAR 252.245-7001 – Tagging, Labeling and Marking of Government Furnished Property (Apr 2012)

DFAR 252.245-7004 – Reporting, Reutilization and Disposal (Mar 2015)

FAR 52.229-6 Taxes – Foreign Fixed-Price Contracts (JUN 2003) ("Contracting Officer" means "LOCKHEED MARTIN." Does not apply if this Contract is for a "Commercial item" as defined in FAR Part 2.101.)

FAR 52.246-15 Certificate of Conformance (AUG 1984) (Applies if shipping is direct to the Government.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i) "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." Subparagraphs (d)(2)(ii), (d)(3)(ii), and the last sentence of subparagraph (j)(2) are deleted.)

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

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.