

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
ROMANIA PEACE CARPA M6.6 SYSTEMS UPGRADE
FA8232-23-C-0008

Generated using Lockheed Martin CorpDocs 2023 Version

21 September 2023, 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:

RESERVED

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:

RESERVED

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 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.219-9 ALT III Alternate III - Small Business Subcontracting Plan. (JUN 2020) (Applies if this contract exceeds the threshold at FAR 19.702(a) . Does not apply

F-16 ROMANIA SYSTEMS UPGRADE
Original

FA8232-23-C-0008

if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.)

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 52.245-9 Use and Charges. (APR 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-6 ALT I Alternate I - Inspection-Time-and-Material and Labor-Hour. (APR 1984) ("Government" means "Lockheed Martin and the Government " in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h). 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 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009) (OCT 2021) (Applies if this contract exceeds the simplified acquisition threshold as of the date of this subcontract, if this subcontract is for services, including construction, performed in whole or in part within the United States or its outlying areas.)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (APR 2003) (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 Exclusionary Policies and Practices of Foreign Governments. (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. (JAN 2023)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) (MAY 2020)

F-16 ROMANIA SYSTEMS UPGRADE

FA8232-23-C-0008

Original

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 252.232-7017 Accelerating Payments to Small Business Subcontractors- Prohibition on Fees and Consideration. (APR 2020) (Applicable to all subcontracts with small business concerns.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JUN 2013) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

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 252.243-7999 Section 3610 Reimbursement. (DEVIATION 2020-00021) (AUG 2020) (Paragraph (e) expressly requires that the clause be included in all subcontract modifications that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors. Paragraph (e) also expressly requires that the clause be included in all subcontract modifications for commercial items that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

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 - (DEVIATION 2022-00006) (NOV 2021) (Use the clause at 252.245-7004, Reporting, Reutilization, and Disposal, in solicitations and contracts that contain the clause at FAR 52.245-1, Government Property)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001 Health and Safety on Government Installations (OCT 2019) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (OCT 2019) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9001 Common Access Cards (CAC) for Contractor Personnel (OCT 2019) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin. Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

RESERVED