



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

Indefinite Delivery Indefinite Quantity (IDIQ)
Contract Number N00019-13-D-0005

Generated using Lockheed Martin CorpDocs 2013 Version

2 April 2013

Original Release

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (CorpDocs, etc.) to be used for subcontracts issued under the Prime Contract. In the event of a conflict between the version or date of a clause set out in this document and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedence.

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.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the (Jun 2012) (Ap if Seller is furnishing any of the items covered by this clause.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (Jan 2011) ("Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data clause are deleted.)

DFARS 252.234-7002 Earned Value Management System. (May 2011) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)

DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101) (Applies to subcontracts over \$150,000.)

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

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Apr 2012) ("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.)

FAR 52.215-23 Limitations on Pass-Through Charges Alternate 1 (Oct 2009) (Does not apply if contract is for a "Commercial item" as defined in FAR Part 2.101) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007)

FAR 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009)

FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products ALT I (Dec 2007) (Clause applies if computers will be delivered to the Government, acquired by the Contractor will be used in performing services at a Federally-controlled facility; or are furnished under the prime contract for use by the Government.)

FAR 52.227-1 Authorization and Consent Alternate I (Apr 1984)

FAR 52.243-2 Changes -- Cost-Reimbursement Alternate V (Apr 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.246-8 Inspection of Research and Development -- Cost-Reimbursement (May 2001)

Arlington, VA 22202

(d) The Contractor agrees to include a similar requirement in each subcontract under this contract.

Subcontractors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer.

H-4 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR)(FEB 2009)(DEVIATION)

(Applies if Seller will be performing work on a Government installation.) (Does not apply if contract is for a “Commercial item” as defined in FAR Part 2.101)

The following types of insurance are required in accordance with the clause entitled, “52.228-7, “Insurance—Liability to Third Persons” and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

3. Summary of Changes: