**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**U-2 (FY07 – FY13) Support and Services FA8528-07-D-0015**

**For Use with the current version Lockheed Martin Corpdocs**

**February 22, 2012**

**Revision 2**

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.

**1. Add the following clause(s):**

**FAR 52.203-16 – Preventing Personal Conflicts of Interest (DEC 2011) –**Applies in subcontracts that exceed $150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e. instead of performance only by a self-employed individual.

**FAR 52.216-26 – Payments of Allowable Costs Before Definitization**

**FAR 52.222-35 – Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006**) Applies if this contract is for $100,000 or more.

**FAR 52.222-39 – Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)** Applies if this subcontract exceeds $100,000.

**FAR 52.224-1 – Privacy Act Notification (APR 1984)**

**FAR 52.224-2 – Privacy Act (APR 1984) A**pplies if this subcontract is for the design, development, or operation of such a system of records.

**FAR 52.228-3** - **Workers’ Compensation Insurance (Defense Base Act) (APR 1984)** Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C.1651 et seq.

**FAR 52.228-4 – Workers’ Compensation and War-Hazard Insurance Overseas**

**FAR 52.229-8 – Taxes – Foreign Cost-Reimbursement Contracts (MAR 1990)** In paragraph (b), “Contracting Officer” and “Government of the United States” mean “Lockheed Marin”. The blank is completed with the name of the foreign Government.

**FAR 52.232-16 – Progress Payments (APR 2003)** “Contracting Officer” means “Lockheed Martin” except in paragraph (g) where it means “Lockheed Martin or Contracting Officer” . “Government” means “Lockheed Martin” except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means “Lockheed Martin and the Government.”

**FAR 52.232-17 – Interest (JUN 1996**) “Government” means “Lockheed Martin”

**FAR 52.245-9 - Use and Charges (JUN 2007)** Communications with the Government under this clause will be made through Lockheed Martin.

**FAR 52.245-11 - Government Property (Facilities Use) (APR 1984)** Applies if subcontractor will posses Government Facilities.

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

**FAR 52.246-24 – Limitation of Liability – High-Value Items (FEB 1997)** Applies to high-value items only. For the purpose of this clause an item is a high-value item if the unit cost of the item exceeds $100,000. The reference to Government acceptance shall mean “acceptance by the Government of the prime contract end item containing Seller’s items.”

**FAR 52.246-24 ALT 1 – Limitation of Liability – High-Value Items (APR 1984**) Applies to high-value items only. For the purpose of this clause an item is a high-value item if the unit cost of the item exceeds $100,000. The reference to Government acceptance shall mean “acceptance by the Government of the prime contract end item containing Seller’s items.”

**FAR 52.247-67 – Submission of transportation Documents for Audit (FEB 2006) –** Documents required by this clause will be provided by Seller to Lockheed Martin.

**FAR 52.247-68 – Report of Shipment (RESHIP) (FEB 2006)**

**FAR 52.249-4 – Termination for Convenience of the Government (Services) (APR 1984)** “Contracting Officer” and “Government” means ‘Lockheed Martin”.

**DFAR 252.211-7005 – Substitutions for Military or Federal Specifications and Standards (NOV 2005)** Applies where subcontractor Single Process Initiative block changes have been approved for use under this contract.

**DFAR 252.217-7028 – Over and Above Work (DEC 1991)** “Administrative Contracting Officer”, “Contracting Officer”, and “Government” mean Lockheed Martin. Paragraph (f) is deleted.

**DFAR 252.219-7004 – Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JUN 1997)**

**DFAR 252.223-7006 – Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)**

**DFAR 252-225-7012 – Preference for Certain Domestic Commodities (JUN 2010)**

**DFAR 252.225-7025 – Restriction on Acquisition of Forgings (JUL 2006)** Applies if the Work contains forging items described by the clause.

**DFAR 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 subcontract 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.

**DFAR 252.228-7003 – Capture and Detention (DEC 1991)**

**DFAR 252.243-7002 – Requests For Equitable Adjustment (MAR 1998)** “Government” means “Lockheed Martin”.

**DFAR 252.244-7000 – Subcontracts for Commercial Items and Commercial Components (JAN 2007)**

**DFAR 252.245-7001 – Reports of Government Property (MAY 1994)** Applies if Government Property provided or acquired under this Contract. Seller should submit its required reports to Lockheed Martin, not later than October 10, notwithstanding anything to the contrary in this clause.

**DFAR 252.246-7000 – Material Inspection and Receiving Report (MAR 2008)** Applies if subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.

**AFARS 5352.223-9001 – HEALTH AND SAFETY ON Government Installation (JUN 1997)** Applies if seller will perform work under this contract on a government installation. “Contacting Officer” means “Lockheed Martin”.

**AFFARS 5352.242-9000 – Contractor Access to Air Force Installations (AUG 2007)**

**AFFARS 5352.242-9001 – Contractor Access Cards (CACs) for Contractor Personnel (AUG 2004)** Applies if Seller will perform work on a Government Installation. All communications with the Government required by this clause shall be conducted through Lockheed Martin.

**AFMC 5352.223-9000 – Use of Hazardous Materials in the Performance of On-Base Contracts (APR 2003**) Applies if work will be performed on Government Installations under this contract. “Government” means “Lockheed Martin and/ or Government”.

**AFMC 5352.245-9004 – Base Support (JUL 1997)** Communication with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows: (list support items) \_\_\_\_\_\_\_\_\_\_\_\_\_.

**AFMC 5352.247-9008 – Contractor Commercial Packaging (SEP 2008)** Applies if contract does not contain separate provisions addressing packaging and marking requirements.

**AFMC 5352.247-9011 – Packaging and Marking of Hazardous Material (SEP 1998)** Applies if these requirements are not otherwise addressed in the subcontract terms and conditions or applicable technical documents.

**JALC 9952.237-9002 –Contract Holidays (MAR 2003)** Applies if the contract will perform work on a Government Installation. The blanks included in the clauses are completed with the following holiday dates: (insert holiday dates)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**JALC 9952.246-9000 – Material Inspection and Receiving Report (OMB NO. 0704-0248) (MAR 2003)** Paragraph (c ) applies in all subcontracts where goods are to be shipped directly to the U.S. Government or to a foreign destination.