**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**L-3 COMM DRAGONFLY INTEGRATION, CONTRACT NO. 200728**

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

**April 9, 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.

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

**FAR 52.203-15-Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (Jun 2010)**

**FAR 52.204-11-Reporting Executive Compensation and First-Tier Subcontract Awards. (Jul 2010) -** For subcontracts not subject to the reporting specified in paragraph (d)(9), Seller shall provide to LOCKHEED MARTIN the information required by paragraphs (d)(10)(i), (ix), (x), (xi), and (xii). Said information shall be provided as of the end of each calendar year quarter.

**FAR 52.212-5-Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Sep 2009)**

**FAR 52.213-4-Terms and Conditions -- Simplified Acquisitions (Other Than COMMERCIAL ITEMS) (Oct 2009)**

**FAR 52.214-26-Audit and Records -- Sealed Bidding. (Mar 2009) –** Applies if this contract  exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data. "Contracting Officer" means "Lockheed Martin and the Contracting Officer."

**FAR 52.214-27-Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding. (Oct 2010) -** Applies whenever FAR 52.215-28 applies to this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin."

**FAR 52.214-28-Subcontractor Cost or Pricing Data-- Modifications--Sealed Bidding (Oct 1997) -** Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

**FAR 52.216-11-Cost Contract--No Fee. (Apr 1984) -** "Government" and "Contracting Officer" mean "Lockheed Martin."

**FAR 52.216-12-Cost-Sharing Contract--No Fee. (Apr 1984)-** "Government" and "Contracting Officer" mean "Lockheed Martin."

**FAR 52.222-11-Subcontracts (Labor Standards). (Jul 2005) -** The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph."

**FAR 52.222-24-Preaward On-Site Equal Opportunity Compliance Evaluation. (Feb 1999)**

**FAR 52.222-27-Affirmative Action Compliance Requirements for Construction. (Feb 1999) -** Applies if this contract exceeds $10,000 and involves construction work.

**FAR 52.222-33-Notice of Requirement for Project Labor Agreement. (May 2010)**

**FAR 52.222-34-Project Labor Agreement. (May 2010)**

**FAR 52.222-36 ALT I-Affirmative Action for Workers with Disabilities. (Jun 1998)**

**FAR 52.222-43-Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). (Sep 2009) -** Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

**FAR 52.222-44-Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) -** Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days.  Adjustments made to this contract shall not be made unless or until the Contracting

**FAR 52.223-15-Energy Efficiency in Energy-Consuming Products. (Dec 2007)**

**FAR 52.223-16-IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)**

**FAR 52.225-11-Buy American Act-Construction Materials under Trade Agreements. (Sep 2010)**

**FAR 52.225-21-Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials. (Oct 2010) -** Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

**FAR 52.225-23-Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act--Construction Materials under Trade Agree. (Oct 2010) -** Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.

**FAR 52.225-3-Buy American Act -Free Trade Agreements - Israeli Trade Act (Jun 2009)**

**FAR 52.225-9-Buy American Act Construction Materials. (Sep 2010) -** Applicable if the Work contains other than domestic components as defined by this clause.

**FAR 52.227-1 ALT I-Authorization and Consent. (Apr 1984)**

**FAR 52.227-6-Royalty Information. (Apr 1984)**

**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. (Apr 1984)**

**FAR 52.229-10-State of New Mexico Gross Receipts and Compensating Tax (Apr 2003) -** Applies if this is a cost reimbursement contract and will be performed in whole or in part in New Mexico. In paragraph (d) "Government" means "Lockheed Martin or Government," and the blank in paragraph (g) is replaced with "the procuring agency under the prime contract."

**FAR 52.229-2-North Carolina State and Local Sales and Use Tax. (Apr 1984) -** Applies if the contract price includes State of North Carolina Sales and Use Taxes. "Contracting Officer" means "Lockheed Martin."

**FAR 52.232-16-Progress Payments. (Aug 2010 -** "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 52.232-27-Prompt Payment for Construction Contracts. (Oct 2008) -** "Contracting Officer" means "Lockheed Martin." "Government" neans "Lockheed Martin."

**FAR 52.232-32-Performance-Based Payments. (Aug 2010) -** "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted.

**FAR 52.236-13-Accident Prevention. (Nov 1991) -** "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government."

**FAR 52.239-1-Privacy or Security Safeguards. (Aug 1996)**

**FAR 52.245-2-Government Property Installation Operation Services. (Jun 2007) -** Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

**FAR 52.246-12-Inspection of Construction. (Aug 1996) -** "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (g), and (i) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."

**FAR 52.248-3-Value Engineering-Construction. (Oct 2010) -** "Government" means "Lockheed Martin or the Government except in paragraph (i) where the term is unchanged.  "Contracting Officer" means "Lockheed Martin and the Contracting Officer.

**FAR 52.249-1-Termination for Convenience of the Government (Fixed-Price) (Apr 1984) -** "Contracting Officer" and "Government" mean "Lockheed Martin."

**DFAR 252.204-7000-Disclosure of Information. (Dec 1991) -** In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days."

**DFAR 252.204-7009-Removed and Reserved (Requirements Regarding Potential Access to Export-Controlled Items.) (Apr 2010)**

**DFAR 252.208-7000-Intent to Furnish Precious Metals as Government-Furnished Ma (Dec 1991) -** Applies if this contract involves precious metals.

**DFAR 252.209-7008-Notice of Prohibition Relating to Organizational Conflict of Interest- Major Defense Acquisition Program. (Dec 2010)**

**DFAR 252.209-7009-Organizational Conflict of Interest-Major Defense Acquisition Program. (Dec 2010)**

**DFAR 252.211-7006-Radio Frequency Identification. (Feb 2007)**

**DFAR 252.211-7007-Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry. (Nov 2008) -** Applies if Seller will be in possession of Government property for the performance of this contract.

**DFAR 252.212-7001-Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of C. (Jul 2009)**

**DFAR 252.222-7000-Restricitions on Employment of Personnel. (Mar 2000)**

**DFAR 252.222-7006-Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010) -** The certification in paragraph (b)(2) applies to both Seller in its own capacity and to Seller's covered subcontractors.

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

**DFAR 252.223-7008-Prohibition of Hexavalent Chromium. (May 2011) -** "Contracting officer" means "Lockheed Martin."

**DFAR 252.225-7012-Preference for Certain Domestic Commodities. (Dec 2008) -** Applies if Seller is furnishing any of the items covered by this clause.

**DFAR 252.225-7015-Restriction on Acquisition of Hand or Measuring Tools. (Jun 2005)**

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

**DFAR 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.

**DFAR 252.225-7028-Exclusionary Policies and Practices of Foreign Governments. (Apr 2003)**

**DFAR 252.225-7032-Waiver of United Kingdom Levies--Evaluation of Offers. (Apr 2003) -** Applies if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin."

**DFAR 252.225-7036-Buy American Act--Free Trade Agreements--Balance of Payments Program. (Jul 2009)**

**DFAR 252.225-7040-Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States. (Jul 2009) -** Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.

**DFAR 252.227-7017-Identification and Assertion of Use, Release, or Disclosure Restrictions. (Jun 1995) -** "Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer."  In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.

**DFAR 252.227-7018-Rights in Noncommercial Technical Data and Computer Software (Mar 2011)**

**DFAR 252.227-7033-Rights in Shop Drawings. (Apr 1966)**

**DFAR 252.228-7001-Ground and Flight Risk. (Sep 1996) -** 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."  The last sentence of subparagraphs (c)(2), (c)(3) and (i)(2) are deleted.

**DFAR 252.228-7002-Aircraft Flight Risk. (Sep 1996)**

**DFAR 252.229-7011-Reporting of Foreign Taxes - U.S. Assistance Programs. (Sep 2005) -** Copies of all notifications made pursuant to this clause shall be made to Lockheed Martin.

**DFAR 252.234-7003 ALT I-Alternate I - Notice of Cost and Software Data Reporting Sys (Nov 2010)**

**DFAR 252.234-7004-Cost and Software Data Reporting System. (Nov 2010) -** In paragraph (b), "Government" means Lockheed Martin.

**DFAR 252.235-7003 ALT I-Alternate I -- Frequency Authorization. (Aug 2008)**

**DFAR 252.235-7004-Protection of Human Subjects. (Jul 2009)**

**DFAR 252.236-7013-Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers. (Jan 2009)**

**DFAR 252.237-7019-Training for Contractor Personnel Interacting with Detainees. (Sep 2006)**

**DFAR 252.237-7023-Continuation of Essential Contractor Services. (Oct 2010) -** "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.

**DFAR 252.237-7024-Notice of Continuation of Essential Contractor Services. (Oct 2010)**

**DFAR 252.239-7000-Protection Against Compromising Emanations. (Jun 2004) -** "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).

**DFAR 252.239-7001-Information Assurance Contractor Training and Certification. (Jan 2008)**

**DFAR 252.239-7016-Telecommunications Security Equipment, Devices, Techniques, and Services. (Dec 1991) -** Applies if this contract requires securing telecommunications.

**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 (DoD Contracts). (Aug 2009)**

**DFAR 252.245-7001-Tagging, Labeling, and Marking of Government-Furnished Property. (Feb 2011)**

**DFAR 252.246-7000-Material Inspection and Receiving Report. (Mar 2008) -** Applies if this contract requires delivery of Items directly to the Government.

**DFAR 252.247-7003- Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. (Sep 2010) -** Communication with the Contracting Officer shall be made through Lockheed Martin.