

**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

Contract No. 4501128300  
LOT 11 - EAU RADOMES QTY 7

**Generated using Lockheed Martin CorpDocs 2014 Version**

**27 May 2014**

**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 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 SELLER.

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

**FAR 52.203-16 – Preventing Personal Conflicts of Interest (DEC 2011)**

**FAR 52.214-27 - Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)** 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 Certified 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 52.222-35 ALT I - Equal Opportunity for Special Disabled Veterans, Veterans of The Vietnam Era, And Other Eligible Veterans (DEC 2001)** Applies if this contract is for \$25,000 or more.

**FAR 52.222-36 ALT I - Affirmative Action for Workers with Disabilities (JUN 1998)** Applies if this contract exceeds \$10,000.

**FAR 52.222-44 - Fair Labor Standards Act and Service Contract Act -- Price Adjustment (MAY 2014)** 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 Officer make appropriate adjustments to Lockheed Martin's prime contract.

**FAR 52.225-3 (AUG 2007) Buy American Act-Free Trade Agreements-Israeli Trade Act**

**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. 232-16– Progress Payments (JUL 2009)** "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." Applicable to procurements in which progress payments will be paid to subcontractors.

**FAR 52.236-13 – Accident Prevention (NOV 1991)** "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government." Applicable to all subcontracts for construction.

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

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

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

**DFARS 252.222-7000 - RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)**

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

**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)**

**DFARS 252.225-7029 – Acquisition of Uniform Components For The Afghan Military Or The Afghan National Police (JUL 2009)**

**DFARS 252.225-7036 - Buy American Act - Free Trade Agreements - Balance Of Payments Program (JUL 2009).**

**DFARS 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.

**DFARS 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.

**DFARS 252.237-7019 - Training for Contractor Personnel Interacting with Detainees (SEP 2006)**

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

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

**DFARS 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)** "Government" means "Lockheed Martin."

**DFARS 252.244-7000 - Contracts For Commercial Items And Commercial Components (Dod Contracts) (AUG 2009)**

**DFARS 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.

**2. The following Special Contract Requirements (H clauses) are added:**

N/A

**3. Summary of Changes:**

Original PSFD released on 05/27/2014