



**LOCKHEED MARTIN CORPORATION**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**UNDER**

**4500058445 (L-3 COMM BTR PEG2)**

**Generated using Lockheed Martin CorpDocs 2015 Version**

**23 FEB 2016**

**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.

**DFARS [252.204-7014](#) (FEB 2014) Limitations on the Use or Disclosure of Information by Litigation Support Contractors**

**DFARS [252.211-7006](#) (SEP 2011) Passive Radio Frequency Identification (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.**

**DFARS [252.211-7007](#) (AUG 2012) Reporting of Government-Furnished Property. (Applies if Seller will be in possession of Government property for the performance of this contract.)**

**DFARS [252.219-7004](#) (OCT 2014) Small business subcontracting plan (test program). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; does not apply to subcontracts for Commercial Items as defined in FAR 2.101).**



**DFARS [252.225-7036](#) (NOV 2014) Buy American-Free Trade Agreements--Balance of Payments Prog**

**DFARS [252.227-7017](#) (JAN 2011) Identification and Assertion of Use, Release, or Disclosure** ("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; does not apply to subcontracts for Commercial Items as defined in FAR 2.101.)

**DFARS [252.243-7002](#) (DEC 2012) Requests for Equitable Adjustment.** ("Government" means "Lockheed Martin."; applicable to subcontracts exceeding \$150,000; does not apply to subcontracts for Commercial Items as defined in FAR 2.101.)

**DFARS [252.245-7001](#) (FEB 2011) Tagging, Labeling, and Marking of Government-Furnished Property** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS [252.246-7000](#) (MAR 2008) Material Inspection and Receiving Report.** (Applies if this contract requires delivery of Items directly to the Government.)

**DFARS [252.247-7003](#) (SEP 2010) Pass-Through of Motor Carrier Fuel Surcharge Adjustment to t** (Communication with the Contracting Officer shall be made through Lockheed Martin.)

**FAR [52.203-15](#) (JUN 2010) Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009**

**FAR [52.203-16](#) (DEC 2011) Preventing Personal Conflicts of Interest.** (Does not apply to subcontracts for Commercial Items as defined in FAR 2.101).

**FAR [52.203-8](#) (JAN 1997) Cancellation, Rescission, and Recovery of Funds for Illegal.** Not required when CorpDoc 2, CorpDoc 3 and CorpDoc 4 are included in the subcontract.

**FAR [52.222-11](#) (MAY 2014) Subcontracts (Labor Standards).** (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 [52.222-17](#) (MAY 2014) Nondisplacement of Qualified Workers** (Applicable to subcontracts exceeding \$150,000; does not apply to subcontracts for Commercial Items as defined in FAR 2.101).

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

**FAR [52.222-33](#) (MAY 2010) Notice of Requirement for Project Labor Agreement.** (Applicable to all subcontracts for construction work;. does not apply to subcontracts for Commercial Items as defined in FAR 2.101).

**FAR [52.222-34](#) (MAY 2010) Project Labor Agreement.** (Does not apply to subcontracts for Commercial Items as defined in FAR 2.101).

**FAR [52.223-15](#) (DEC 2007) Energy Efficiency in Energy-Consuming Products.** (Applicable to energy consuming products which will be delivered to the Government, acquired by the Contractor for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance)

**FAR [52.223-16](#) (DEC 2007) IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products** (Applicable to computers which will be delivered to the Government, acquired by the Contractor for use in performing services at a Federally-controlled facility; or furnished under the prime contract for use by the Government).

**FAR [52.225-11](#) (MAY 2014) Buy American-Construction Materials Under Trade Agreements.**

**FAR [52.225-21](#) (MAY 2014) Required Use of American Iron, Steel, and Manufactured Goods** (Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material; does not apply to subcontracts for Commercial Items as defined in FAR 2.101)

**FAR [52.225-23](#) (MAY 2014) Required Use of American Iron, Steel, and Manufactured Goods Buy American Act--Construction Materials Under Trade Agreements** (Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.)

**FAR [52.225-3](#) (JUN 2009) Buy American Act -Free Trade Agreements - Israeli Trade Act**

**FAR [52.225-9](#) (MAY 2014) Buy American-Construction Materials.** (Applicable if the Work contains other than domestic components as defined by this clause.)

**FAR [52.227-1](#) [ALT I](#) (APR 1984) Authorization and Consent.** (Does not apply to subcontracts for Commercial Items as defined in FAR 2.101))

**FAR [52.227-3](#) (APR 1984) Patent Indemnity.**

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

**FAR [52.232-27](#) (MAY 2014) Prompt payment for construction contracts.** ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin.") (Does not apply to subcontracts for Commercial Items as defined in FAR 2.101)

**FAR [52.232-39](#) (JUN 2013) Unenforceability of Unauthorized Obligations.** (Applicable to subcontracts where software or services will be retransferred to the Government).

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

**FAR [52.246-12](#) (AUG 1996) Inspection of Construction.** ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (g), and (i) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin) required for construction subcontracts when a fixed-price subcontract is contemplated and the subcontract amount is expected to exceed the simplified acquisition threshold

**FAR [52.248-3](#) (OCT 2015) Value Engineering - Construction.** ("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.)

