

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

N00019-13-C-0013

For use with the latest version Lockheed Martin CorpDocs

21 May 2013

Original

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 52.215-21 - Alt II - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Modifications (Oct-97) Alternate II

FAR 52.232-16 Progress Payments (April 2012) (Applies to Suppliers paid by means of progress payments)

FAR 52.232-32 Performance Based Payments (April 2012)

FAR 52.245-9 - Use and Charges (April 2012)

FAR 52.247-64 Alt 1 - Preference for Privately Owned U.S. Flag Commercial Vessels (Apr 2003)

FAR 52.247-67 - Submission of Transportation Documents for Audit (Paragraph C enter DCMA) (Feb 2006) Include in Cost Reimbursement subcontracts

DFARS 252.211-7007 - Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Aug 2012) (applicable for subcontractors applying markings)

DFARS 252.211-7008 - Use of Government Assigned Serial Numbers (Sept 2010) (applicable for subcontractors applying markings)

DFARS 252.219-7004 - Small Business Subcontracting Plan (Jan 2011)

DFARS 252.223-7006 - Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 2012)

DFARS 252.225-7028 - Exclusionary Policies and Practices of Foreign Governments (April 2003)

DFARS 252.225-7047 Exports By Approved Community Members In Performance Of The Contract (May 2012)

DFARS 252.228-7001 - Ground and Flight Risk (June 2012)

DFARS 252.229-7006 Value Added Tax Exclusion (UK) (Dec 2011)

DFARS 252.232-7002 - Progress Payments for Foreign Military Sales Acquisition (Dec 1991)

DFARS 252.234-7002 - Earned Value Management System (May 2011)

DFARS 252.234-7004 Alt I - Cost and Software Data Reporting System (Nov 2010) Alternate I

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

DFARS 252.239-7016 - Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991)

DFARS 252.243-7002 Request for Equitable Adjustment (Dec 2012)

DFARS 252.244-7000 - Subcontracts for Commercial Items and Commercial Components (Mar 2013)

DFARS 252.245-7001 - Tagging, Labeling and Marketing of GFP (Apr 2012) (applicable to subcontractors applying markings)

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

NAVAIR 5252.223-9502 - Hazardous Materials (Apr 2009)

NAVAIR 5252.247-9507 - Packaging and Marking of Reports (Oct 2005)

NAVAIR 5252.247-9508 - Prohibited Packaging Materials (Jun 1998) (Applies if any sub-contractor will be shipping directly to USG)

NAVAIR 5252.247-9509 - Preservation, Packaging, Packing and Marking (Jul 1998) (Applies if any sub-contractor will be shipping directly to USG)

NAVAIR 5252.247-9510 - Preservation, Packaging, Packing and Marking for FMS Requirements (Oct 2005) (Applies if any sub-contractor will be shipping directly to USG)

FULL TEXT CLAUSES

5252.204-9504

(e) To protect any such proprietary information from unauthorized disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the prime contractor sufficiently in advance of any work that may require facility access, cooperation from LM, or access to proprietary information belonging to the prime contractor or to third parties who may have authorized the prime contractor to disclose such data to enable the prime contractor to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer.

H-15 5252.228-9501

Consistent with FAR Subpart 31.2, all costs incurred for lodging, meals and incidental expenses required for tasks assigned under this contract shall be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR* in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be documented in highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor shall retain receipts or other evidence substantiating actual costs incurred for authorized travel as required by FAR Subpart 4.7, Contractor Records Retention, and FAR 52.215-2, Audit and Records Negotiation (OCT 2010). In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR*. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or

trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR*, when the services are required to be facilities. Car rental for a team

identify the proposed subcontractor and shall include a description of the supplies or services to be subcontracted and an explanation of how the proposed subcontract offers best value to the Government.

H-18 WORK SHARE AGREEMENTS

The SELLER shall not enter into any new work share agreements with any subcontractors that specify that a subcontractor will receive a certain amount of business based solely on a dollar amount or percentage of contract or program cost as of the effective date of this contract.

H-24 5252.246-9526 PROVISIONAL ACCEPTANCE UNDER SPECIAL CONDITIONS (NAVAIR) (OCT 2005) (Government means Government and/or LOCKHEED MARTIN, Contracting Officer means Contracting Officer and/or LOCKHEED MARTIN)

(a) Acceptance under Special Conditions. The Government may, in the discretion of the Contracting Officer, finally or provisionally accept any supply prior to completion of work on such supply in the following situations:

- (1) When the contractor, despite the exercise of due diligence, encounters unavoidable delay in securing contractor-furnished property;
- (2) When Government-furnished property suitable for installation in any supply to be furnished hereunder is not delivered to the contractor in sufficient time to permit installation by the contractor prior to the date the supply is scheduled for delivery; or,
- (3) When defects or deficiencies are known to exist in the supply, but when correction of the defects or deficiencies is not practicable within the delivery schedule set forth in the contract.

(b) Pending completion of any supply provisionally accepted under this provision, the Contracting Officer shall withhold an amount from the contract price that represents the estimated value of the work remaining to be performed. The withhold will be released after final acceptance.