

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

AFP42 Facility Lease, LEASE NO. F33657-00-L-2039

For Use with the current version Lockheed Martin CorpDocs

**June 11, 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	52.203-7	Jul-95	Anti-Kickback Procedures. (Paragraph (c)(1) does not apply.)
FAR	52.222-2	Jul-90	Payment for Overtime Premiums. (Insert "zero" in the blank. "Contracting Officer" means "Lockheed Martin" and "Government" means "Lockheed Martin and Government.")
FAR	52.222-4	Sep-00	Contract Work Hours and Safety Standards Act -Overtime Compensation (Applies if this contract exceeds \$100,000.)
FAR	52.222-6	Feb-95	Davis-Bacon Act
FAR	52.222-7	Feb-88	Withholding of Funds ("Contracting Officer" means "Lockheed Martin.")
FAR	52.222-8	Feb-88	Payrolls and Basic Records
FAR	52.222-9	Feb-88	Apprentices and Trainees
FAR	52.222-10	Feb-88	Compliance With Copeland Act Requirements
FAR	52.222-11	Feb-88	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	52.222-12	Feb-88	Contract Termination—Debarment
FAR	52.222-13	Feb-88	Compliance with Davis-Bacon and Related Act Regulations
FAR	52.236-7	Nov-91	Permits and Responsibilities ("Government" means

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"Lockheed Martin.")

FAR	52.243-2	Aug-87	Changes--Cost-Reimbursement. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)
FAR	52.243-2 ALT IV	Apr-84	Changes--Cost-Reimbursement. ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)
FAR	52.245-5	Jan-86	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts). (Except with respect to paragraphs (i) and (j), "Government" means "Lockheed Martin" except in the phrases "Government property," "Government-furnished property," and in references to title to property. "Contracting Officer" means "Lockheed Martin." Disposition of property under paragraphs (i) and (j) shall be made through Lockheed Martin. Paragraphs (g)(1), (g)(2) and (g)(3) of FAR 52.245-5 are deleted and replaced with the following: "Seller assumes the risk of, and shall be responsible for, any loss or destruction, or damage to, Government property covered by this clause. However, Seller shall not be liable for reasonable wear and tear to Government property or for Government Property properly consumed in the performance of this Contract." The following is added as paragraph (m) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system.")
FAR	52.245-7	Mar-96	Government Property (Consolidated Facilities).
FAR	52.245-8	Jan-97	Liability for the Facilities. ("Government" means "Lockheed Martin" except in the phrases "Government property," "Government-furnished property," and in references to title to property. "Contracting Officer" means "Lockheed Martin." Paragraph (e) is deleted and replaced with the following: "Seller assumes the risk of, and shall be responsible for, any loss or destruction, or damage to, Government property covered by this clause. However, Seller shall not be liable for reasonable wear and tear to Government property or for Government Property properly consumed in the performance of this Contract." The following is added as paragraph (m) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system.")
FAR	52.249-6	Sep-96	Termination (Cost-Reimbursement). ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (f) "1 year" is changed to "six months." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." Paragraph (j) is deleted. Alternate IV applies if this is a time and materials or labor hour contract. Settlements and payments under this clause may be subject to the approval of

the Prime Contract's Contracting Officer.)

FAR	52.249-11	Sep-96	Termination of Work (Consolidated Facilities or Facilities Acquisition). ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)
FAR	52.249-13	Apr-84	Failure to Perform.
FAR	52.249-14	Apr-84	Excusable Delays. (In paragraph (a)(2) "or contractual" is deleted. "Contracting Officer" and "Government" means Lockheed Martin.)
DFAR	252.204-7000	Dec-91	Disclosure of Information. (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days.")
DFAR	252.209-7000	Nov-95	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. (Applies if this contract exceeds \$100,000.)
DFAR	252.223-7006	Apr-93	Prohibition on Storage and Disposal of Toxic and Hazardous Materials. ("Government" means "Lockheed Martin and Government.")
DFAR	252.225-7012	Aug-00	Preference for Certain Domestic Commodities (Applies if Seller is furnishing any of the items covered by this clause.)
DFAR	252.227-7024	Apr-84	Notice and Approval of Restricted Designs.
DFAR	252.242-7000	Dec-91	Postaward Conference.
DFAR	252.243-7002	Mar-98	Requests for Equitable Adjustment. ("Government" means "Lockheed Martin.")
DFAR	252.244-7000	Mar-00	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
AFFARS	5352.223-9000	May-96	Elimination of Use of Class I Ozone Depleting Substances (ODS) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin.")

Section H

AFMCPK-H001 COMSEC NOTICE (FEB 2001)

All communications with DoD organizations are subject to communications security (COMSEC) review. Lessee personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, civilian Lessee

personnel are advised that any time they place a call to, or receive a call from, an USAF organization, they are subject to COMSEC procedures. The Lessee will assume the responsibility for ensuring wide and frequent dissemination.

2. Modify CorpDocs 2A, 3A, and 4A to delete FAR 52.215-16 Facilities Capital Cost of Money (Jun 2003).