

**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):**

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

**PSFD F33657-00-L-2039**

"Lockheed Martin.")

<b>FAR</b>	<b>52.243-2</b>	<b>Aug-87</b>	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.)
<b>FAR</b>	<b>52.243-2 ALT IV</b>	<b>Apr-84</b>	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.)
<b>FAR</b>	<b>52.245-5</b>	<b>Jan-86</b>	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.")
<b>FAR</b>	<b>52.245-7</b>	<b>Mar-96</b>	Government Property (Consolidated Facilities).
<b>FAR</b>	<b>52.245-8</b>	<b>Jan-97</b>	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.")
<b>FAR</b>	<b>52.249-6</b>	<b>Sep-96</b>	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.)

<b>FAR</b>	<b>52.249-11</b>	<b>Sep-96</b>	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.)
<b>FAR</b>	<b>52.249-13</b>	<b>Apr-84</b>	Failure to Perform.
<b>FAR</b>	<b>52.249-14</b>	<b>Apr-84</b>	Excusable Delays. (In paragraph (a)(2) "or contractual" is deleted. "Contracting Officer" and "Government" means Lockheed Martin.)
<b>DFAR</b>	<b>252.204-7000</b>	<b>Dec-91</b>	Disclosure of Information. (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days.")
<b>DFAR</b>	<b>252.209-7000</b>	<b>Nov-95</b>	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. (Applies if this contract exceeds \$100,000.)
<b>DFAR</b>	<b>252.223-7006</b>	<b>Apr-93</b>	Prohibition on Storage and Disposal of Toxic and Hazardous Materials. ("Government" means "Lockheed Martin and Government.")
<b>DFAR</b>	<b>252.225-7012</b>	<b>Aug-00</b>	Preference for Certain Domestic Commodities (Applies if Seller is furnishing any of the items covered by this clause.)
<b>DFAR</b>	<b>252.227-7024</b>	<b>Apr-84</b>	Notice and Approval of Restricted Designs.
<b>DFAR</b>	<b>252.242-7000</b>	<b>Dec-91</b>	Postaward Conference.
<b>DFAR</b>	<b>252.243-7002</b>	<b>Mar-98</b>	Requests for Equitable Adjustment. ("Government" means "Lockheed Martin.")
<b>DFAR</b>	<b>252.244-7000</b>	<b>Mar-00</b>	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
<b>AFFARS</b>	<b>5352.223-9000</b>	<b>May-96</b>	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).