

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**
**Generated Using the 2015 Version of the Lockheed
Martin CorpDocs**

REV 1: 1 OCT 2015
ORIGINAL: 11 JUNE 2013

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 (OCT-10) ANTI-KICKBACK PROCEDURES. (Applicable to all subcontracts in excess of \$150,000. Paragraph (c)(1) does not apply.)

FAR 52.209-6 (DEC-10) PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS. (Applies if this contract exceeds \$30,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-8 (JAN-11) UTILIZATION OF SMALL BUSINESS CONCERNS.

FAR 52.219-9 (JAN-11) SMALL BUSINESS SUBCONTRACTING PLAN. (Applies if this contract exceeds \$650,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

FAR 52.222-4 (JUL-05) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION. (Applies if this contract requires or involves the employment of laborers and mechanics. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.222-6 (JUL-05) DAVIS-BACON ACT.

FAR 52.222-7 (FEB-88) WITHHOLDING OF FUNDS. ("Contracting officer" means "Lockheed Martin.")

FAR 52.222-8 (JUN-10) PAYROLLS AND BASIC RECORDS.

FAR 52.222-9 (JUL-05) APPRENTICES AND TRAINEES.

FAR 52.222-10 (FEB-88) COMPLIANCE WITH COPELAND ACT REQUIREMENTS.

FAR 52.222-11 (JUL-05) 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 52.222-14 (FEB-88) DISPUTES CONCERNING LABOR STANDARDS.

FAR 52.222-15 (FEB-88) CERTIFICATION OF ELIGIBILITY.

FAR 52.222-35 (SEP-10) EQUAL OPPORTUNITY FOR VETERANS. (Applies if this contract is for \$100,000 or more.)

FAR 52.222-36 (OCT-10) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (Applies if this contract exceeds \$15,000.)

FAR 52.222-37 (SEP-10) EMPLOYMENT REPORTS ON VETERANS. (Applies if this contract is for \$100,000 or more.)

FAR 52.230-2 (MAY-12) COST ACCOUNTING STANDARDS. (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.230-3 (MAY-12) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (Applies when the contract states that it is subject to modified CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between Seller and the Contracting Officer if such communications are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 (OCT-10) INTEREST ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.242-16 (AUG-89) STOP-WORK ORDER--FACILITIES. ("Contracting Officer" and "Government" means "Lockheed Martin.")

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. Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.244-6 (DEC-10) SUBCONTRACTS FOR COMMERCIAL ITEMS.

DFARS 252.203-7002 (JAN-09) REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.215-7000 (DEC-91) PRICING ADJUSTMENTS. (Applies if the FAR clause entitled "Subcontractor Cost or Pricing Data" or "Subcontractor Cost or Pricing Data - Modifications" apply to this contract. Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.223-7006 (APR-12) PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIAL ("Government" means "Lockheed Martin and Government." Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.225-7009 (MAR-13) RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS. (Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.)

DFARS 252.227-7013 (FEB-12) RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS.

DFARS 252.227-7024 (APR-84) NOTICE AND APPROVAL OF RESTRICTED DESIGNS. Change "Contractor" to "SELLER" and "Contracting Officer" to "LOCKHEED MARTIN"

DFARS 252.227-7037 (JUN-12) VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA.

DFARS 252.234-7002 (MAY-11) EARNED VALUE MANAGEMENT SYSTEM. (Applies to cost or incentive contracts valued at \$20,000,000 or more. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 (MAR-98) REQUESTS FOR EQUITABLE ADJUSTMENT. (Applicable to subcontracts over \$150,000. "Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.244-7000 (MAR-13) SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

DFARS 252.247-7023 (MAY-02) TRANSPORTATION OF SUPPLIES BY SEA. (In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt

Payment clause" are deleted. If this contract is less than \$150,000 only paragraphs (a) through (e) and paragraph (h) of the clause applies.)

DFARS 252.245-7001 (APR-12) TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY.

DFARS 252.245-7004 (MAY-13) REPORTING, REUTILIZATION, AND DISPOSAL.
"Contracting Officer" means Lockheed Martin.

Section H

H-001 COMSEC NOTICE (Dec 2012)

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 of the above information to all employees dealing with official DoD information. (AFP 56-50, Para 9-5a)