#### LOCKHEED MARTIN CORPORATION

#### PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

# ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

#### Bahrain F-16 Aircraft Production Program Contract FA8615-18-C-6058

#### **Generated using Lockheed Martin CorpDocs 2018 Version**

## REV 1: February 26, 2019 ORIGINAL: August 14, 2018

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

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014) FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015) FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS 252.225-7021 TRADE AGREEMENTS (DEC 2016)

#### Section II: ADDITIONS: The following FAR, DFARS and AFFARS clauses are added:

## FEDERAL ACQUISITION REGULATION (FAR)

**FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST** (**DEC 2011**). (Applies to subcontracts that exceed \$150,000; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of

performance only by a self-employed individual). Not applicable to Comme

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY AUG 2012). (

period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply for Commercial Items as defined in FAR 2.101.)

## DFARS 252.246-

(Applicable to fixed-price-incentive solicitations and contracts; not applicable to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government.")

# ARMY FEDERAL ACQUISITION REGULATION SUPPLEMENT

AFARS 5352.223-ELIMINATION OF USE OF CLASS I OZONE DEPLETINGSUBSTANCES (ODS)(The blank in paragraph (d) is completed with "None." In<br/>paragraph (d), "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as<br/>defined in FAR 2.101.)

AFARS 5352.223- HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012). (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

## AFARS 5352.242- CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

**2012).** (Applies if Seller will perform work under this Contract on a government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

## Section III:

## Modify the following FAR and DFARS clauses as directed below:

Replace FAR 52.225-5, TRADE

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-00015) (MAY 2018) was added.

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-00015) (MAY 2018) was added.