

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**FA8205-18-D-222 -HCUVgT ~~W~~**

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**Revision 7: August 31, 2022**

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

in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.")

**DFARS 252.204-7012. SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2022)** (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors )

(a) Definitions. As usc3(a))it2 79BT/F4 172.024 583.3 o cm1 00.000009(c.04 TfIBTy 72. 612 792 reW\* n AMCID 3Tm

defense information is recorded, stored, or printed within a covered contractor information system. Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation. Rapidly report means within 72 hours of discovery of any cyber incident. Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227



security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject

**FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (MAY 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (DEVIATION 2018-O0015) (MAY 2018)** (Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

**FAR 52.215-14, ALT I (OCT 2010) INTEGRITY OF UNIT PRICES** (Applies if this contract exceeds the simplified acquisition threshold. Not applicable to Commercial Items as defined in FAR 2.101). (Substitute the following









(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed: (i) The standard assessed (e.g., NIST SP 800-171 Rev 1). (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)). (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan. (iv) A brief description of the system security plan architecture, if more than one system security plan exists. (v) Date and level of the assessment, i.e., medium or high. (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement). (iii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171. (e) Rebuttals. (1) DoD will provide





installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as

Electronic submissions will use a secure web server; hardcopies, CD-ROM, DVD, or video media shall be sent via mail to Lockheed Martin and comply with the following:

a) Hard copy briefings, developed using Microsoft PowerPoint, or any application with Note pages, must be submitted with briefing printed with Note pages

b) All briefings will be submitted with proposed briefing script unless presentation provides sufficient detail to meet intent

c) All submissions must be reviewed by submitting location security office; validating submission does not contain classified, critical program information, or critical information. Publicee( )-cm 612 790.04 Tf(e)9(d,204 9)9(e26 T

video teleconferences, faxes, and/or other electronic communication whether with Government personnel, other Contractor personnel, or with the public when supporting this contract where their status as Contractor employees might not otherwise be apparent or where they might be mistaken for civil service employees. Air Force issued identification badges and any Contractor badges shall be worn at or above the waistline during the individual's duty hours when not in a production or designated Foreign Object Damage (FOD) hazard area.

### **Support Material Capability Assets**

(a) For reference purposes only, the Government is responsible for providing the common replenishment spares and items listed below:

1. Common Support Equipment Replenishment Spares
2. Air Vehicle Replenishment Common Spares
3. Training Expendables (even if sole source to the Contractor)
4. Common Bulk Items List (CBIL) Consumables Replenishment Lay-In (Rags, speedy dry, string, grease, alcohol, and non-part numbered maintenance material like sheet stock)
5. Personal Equipment Replenishment Spares

(b) Items procured by the Contractor in fulfillment of this requirement are Government Property in accordance with FAR 52.245-1. Notwithstanding, the Contractor is authorized, without any requirement for additional approval, to:

1. Replace, repair, or modify Government Property used in the performance of this contract
2. Move/relocate material managed under this contract
3. Borrow assets required in the performance of this contract from other related F- 22 contracts on an as required basis. However, nothing in this clause relieves the Contractor of obligations under this or any other contract unless mutually agreed by the parties. Movement of assets between contracts will be accomplished on a loan-payback or other basis, in accordance with the Contractor's Cost Accounting Standard Board Disclosure Statement (CASB). It is an objective of the process to maintain cost neutrality between all contracts involved
4. Replace Government Property that is reported as lost, damaged, or destroyed, immediately upon identification of such or recommended alternative action. The cost associated with such replacement will be considered allowable and allocable to the extent it would have otherwise been allowable and allocable under the contract
5. Flow down this clause in whole or in part to any SubContractor at any tier meeting the criteria described in paragraph (e) of this clause

(c) All property under this clause will be accounted for under the Contractor's or SubContractor's approved property system

(d) This clause is in effect as long as the Contractor and any SubContractor whose contract contains a similar clause has a Government approved property system. Without an approved Government property system, authorization under this clause will be handled on a case-by-case basis and subject to the Contracting Officer's approval

(e) The material acquired in support of this contract, and this contract's CLINs requirements will remain in Contractor control for exclusive use in providing of a Support Material Capability. However, the Government retains right to title of all material acquired to execute this contract

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract

(g) In the event no subsequent F-22 contract requiring a Material Support Capability is issued, all residual F-22 assets, acquired during performance of this contract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-1, Section I hereof

### **Unique Identification**

As specified and funded by the individual task orders, the Contractor shall perform Item Unique Identification (IUID) activities in accordance with MIL-STD-130N with Change 1, DoDI 8320.04, DFARS clause 252.211.7003. The Contractor shall record IUID marked items in the Department of Defense IUID Registry IAW DFARS clause 252.211-7003.

### **Authorization to Use other than New Material**

(a) Support services capability is performance-based support of the flying hour program (e.g. field service representatives, heavy maintenance capability, support engineering, etc.). Support material capability provides spares as required to meet the flying hour program in a manner that is consistent with specific performance based results. In order to effectively implement this concept, the following authorization to use other than new material shall pertain to all F-22 contracts

(b) Authorization to use other than new material: In order to implement the support material capability concept in a manner that ensures maximum flexibility and efficiency, it may become necessary to utilize "other than new" materials in the performance of one or more contracts in the F-22 program. "Other than new" material is defined under the clauses at FAR 52.210-5, New Material (APR 1984) and FAR 52.210-7, Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984). Material is further defined under the clause at FAR 52.211-5, Material Requirements (AUG 2000). These clauses (and any substantially similar clauses in later contracts) require the use of new materials in the performance of the contract requirements, unless the use of "other than new" material is authorized in writing by the Contracting Officer. Subject to the conditions referenced in paragraph (c) below, the Contracting Officer hereby authorizes the use of "other than new" materials in the performance of this contract. To the extent allowed by paragraph (c) below, this authorization includes the use of material previously available to or accepted by the Government and returned to the Contractor as Government Furnished Property





