LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8205-18-D-0001 'FASTeR II'

Generated using Lockheed Martin CorpDocs 2017 Version

Original - January 25, 2018
Revision 2 – October 27, 2020
Revision 3 – November 1, 2020

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 or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.219-9 (JAN 2017) SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this contract exceeds $700,000.) (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 52.244-6 (NOV 2017) SUBCONTRACTS FOR COMMERCIAL ITEMS

FAR 52.245-1 (JAN 2017) GOVERNMENT PROPERTY (Applies if Government property is acquired or furnished during the performance of this Contract.) ("Contracting Officer" means "Lockheed Martin"

except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and 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 252.219-7003 (DEC 2018) SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Applies if FAR 52.219-9 is included in this Contract.)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-8 (MAY 2014) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

FAR 52.203-19 (JAN 2017) PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.

FAR 52.204-25 (AUG 2020) PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

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 Paragraph (b) for paragraph (b) of basic clause: “b) The Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.”)

FAR 52.216-16 (OCT 1997) INCENTIVE PRICE REVISION A FIRM TARGET. ("Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.222-42 (MAY 2014) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222-43 (MAY 2014) FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-62 (**JAN 2017) PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706.** (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

FAR 52.227-3 (APR 1984) PATENT INDEMNITY

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018) (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.")

FAR 52.232-16 (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010). ("Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-17 (MAY 2014) INTEREST ("Government" means "Lockheed Martin"; not applicable to Commercial Items as defined in FAR 2.101).

FAR 52.232-39 (JUN 2013) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (Applicable to subcontracts where software or services will be retransferred to the Government).

FAR 52.243-2 ALT I (APR 1984) ALTERNATE I - 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; not applicable to Commercial Items as defined in FAR 2.101). (Substitute the following paragraph (a) for paragraph (a) of the basic clause:

> "(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
>
> (1) Description of services to be performed.
>
> (2) Time of performance (i.e., hours of the day, days of the week, etc.).
>
> (3) Place of performance of the services."

FAR 52.243-2 ALT II (APR 1984) ALTERNATE II - 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; not applicable to Commercial Items as defined in FAR 2.101). Substitute the following paragraph (a) for paragraph (a) of the basic clause:

> "(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
>
> (1) Description of services to be performed.
>
> (2) Time of performance (i.e., hours of the day, days of the week, etc.).
>
> (3) Place of performance of the services.
>
> (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
>
> (5) Method of shipment or packing of supplies.
>
> (6) Place of delivery."

FAR 52.243-2, ALT V (AUG 1987) 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; not applicable to Commercial Items as defined in FAR 2.101). Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause:

> "(1) Drawings, designs, or specifications.

(3) Place of inspection, delivery, or acceptance."

FAR 52.245-2 (APR 2012) GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin.").

FAR 52.245-9 (APR 2012) USE AND CHARGE (Applicable to subcontracts where government property will be provided; Communications with the Government under this clause will be made through Lockheed Martin).

DFARS 252.203-7004 (OCT 2015) DISPLAY OF HOTLINE POSTERS (Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause; not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.209-7010 (**AUG 2011) CRITICAL SAFETY ITEMS**. (Applicable if subcontract requires delivery of critical safety items covered by the clause).

DFARS 252.211-7005 (NOV 2005) SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (Applicable if subcontractor Single Process Initiative block changes have been approved for use under this subcontract).

DFARS 252.211-7006 (JUNE 2016) PASSIVE RADIO FREQUENCY IDENTIFICATION. (Applicable to subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause).

DFARS 252.211-7007 (AUG 2012) REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.217-7028 (DEC 1991) OVER AND ABOVE WORK ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted; not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.219-7004 (OCT 14) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7993 (SEP 2015) PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (Applicable to all subcontracts in excess of $50,000) (The introductory text of paragraph (b) is changed to read "Lockheed Martin, upon a finding by the Head of the Contracting Activity (HCA), has the authority to--")

DFARS 252.225-7976 (AUG 2018) CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019) (Applies if SELLER will perform work in Japan.)

DFARS 252.225-7995 (SEP 2017) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2015-O0009) (Applies if SELLER personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) Contingency operations; (2) Humanitarian or peacekeeping operations; or (3) Other military operations or military exercises, when designated by the Combatant Commander.)

DFARS 252.228-7001 (JUN 2010) GROUND AND FLIGHT RISK. (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.; not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.232-7004 (MAR 2020) DoD Progress Payment Rates (DEVIATION 2020-O0010).

DFARS 252.234-7002 (MAY 2011) EARNED VALUE MANAGEMENT SYSTEM. ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.; (Applicable to subcontracts in excess of $50,000,000; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 (NOV 2014) COST AND SOFTWARE DATA REPORTING SYSTEM. (Applicable to subcontracts in excess of $50,000,000; not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.237-7010 (JUNE 2013) PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL.

DFARS 252.239-7000 (JUNE 2004) PROTECTION AGAINST COMPROMISING EMANATIONS. (Applicable to any subcontract where the subcontractor will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7010 (OCT 2016) CLOUD COMPUTING SERVICES. (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 (DEC 1991) TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES. (Applies if this contract requires securing telecommunications; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 (DEC 2012) REQUESTS FOR EQUITABLE ADJUSTMENT ("Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.245-7001 (APR 2012) TAGGING, LABELING AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 (SEPT 2016) REPORTING, REUTILIZATION, AND DISPOSAL ("Contracting Officer" means Lockheed Martin; applicable if government property will be located at supplier facilities.)

DFARS 252.246-7000 (MAR 2008) MATERIAL INSPECTION AND RECEIVING REPORT. (Applies if this contract requires delivery of Items directly to the Government.)

AFFARS 5352.223-9000 (JAN 2017) 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." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.223-9001 (NOV 2012) HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (Applicable 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)

AFFARS 5352.242-9000 (NOV 2012) CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Applies if Seller will perform work 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.)

AFFARS 5352.242-9001 (NOV 2012) COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin; Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this section, “Government” means the United States Government. The following clauses are incorporated into the Contract in full-text:

Deferred Delivery of Technical Data

The requirement for TDPs under the FASTeR contract has been transferred to this contract as outlined below. The Government may choose to order FASTeR TDPs under this contract in accordance with DFARs 252.227-7026 “Deferred Delivery of Technical Data or Computer Software”.

The Seller shall remain responsible to maintain the currency of their drawings and associated lists, provide access to the F-22 Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with the above.

The Government and the Contractor agree that the Government's rights in any data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFARS 252.227-7013 Rights in Technical Data – Non-Commercial items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

Release of Information
Prior to release of any information relating to this contract, not previously cleared or released by the United States Air Force (USAF) or the DoD, the Seller shall obtain approval through Lockheed Martin, from AFLCMC/WWU (F-22 Director's Action Group (DAG)), 2725 C Street, Bldg. 553, WPAFB OH 45433-7424 at least 60 days prior to need date. F-22 DAG will facilitate review/approval process with F-22 Subject Matter Experts, F-22 Security, and Front Office Group. F-22 DAG will forward completed submission to 88th Air Base Wing Office of Public Affairs (88 ABW/PAX) WPAFB OH for action. AFLCMC/PAX will send decision for or against approval back to requester.

Documents will be converted to Portable Document Format (PDF) or scanned image (i.e., JPEG, TIFF, etc.) before release to the Public Affairs office and for public consumption.
Documents shall not be released to the public in native format (i.e., Word, Excel, etc.), where the content can be manipulated after release to reveal document statistics or track history information.
Public release submissions shall be sent via means that prevent the exposure of the content prior to Public Affairs clearance.
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. Public release packages must be submitted reflecting this review, SIGNED by the security reviewer

d) The Seller shall flow down the following requirement in any subcontract awarded as a result of this purchase order: "Information includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, video clips, speeches, trade association meetings, symposia, published professional papers, abstracts, briefings, etc. Briefings submitted using Microsoft Power Point shall be submitted in Note Page format

All Seller requests must include a statement that full internal technical and security reviews have been accomplished and that the information being submitted for clearance is "unclassified, technically accurate, nonproprietary, and considered suitable for public release."

Seller must provide three (3) copies of each document or magnetic media (video, CD, floppy disk, etc.) and request letter by postal mail or package service. For security and administrative reasons, documents may not be submitted by electronic mail.

Unclassified, unlimited distribution information proposed for public release about the F-22 Program must be submitted through Lockheed Martin to:

AFLCMC/WWU (F-22 Director's Action Group (DAG)) 2725 C Street, Bldg. 553
WPAFB, OH 45433-7424
Telephone: 937-713-7376/7375

Allow for a minimum of 60 days for local reviews and processing of routine documents (Public Affairs requires 10 days minimum for their review). Documents requiring review and clearance at higher headquarters may take up to 45 days. An additional ten (10) copies of documents must be provided at the request of 88 ABW/PAX when higher headquarter clearance is required.

Contractor Identification

Seller personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, and correspondence related to this contract. Contractor occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or Subcontractor personnel.

All Contractor Management Staff and Contractor personnel shall be clearly identified as such at all times. Contractor identification shall include conversations, mail, email, teleconferences, 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

(c) Conditions on the authorization to use other than new material: The above authorization to use "other than new" material in the performance of this contract is subject to the conditions listed below. Any potential use of "other than new" material that does not meet all the conditions listed below shall be evaluated on a case by case basis by the Contracting Officer in accordance with the applicable clause(s) referred to in paragraph (b) above

1) Suitability for the intended use: The "other than new" material to be used in the performance of this contract must be suitable with respect to form, fit, function, and interface, and may not create limitations to the weapon system performance, supportability, or effectiveness in performance of the assigned mission

2) Condition: The "other than new" material to be used in the performance of this contract must be in a serviceable condition without creating additional operational limitations. All Time Change Items (TCIs) to be used as "other than new material" shall have at least 40% or not less than 400 flight hours of useful life remaining, whichever is higher. Parts or components identified as "bad actors" (as defined by Chapter 8, TO 00-35D-54) shall not be used

3) Safety of flight: The "other than new" material to be used in the performance of this contract must not create a safety of flight risk

4) Proper configuration: The "other than new" material to be used in the performance of this contract must conform to the authorized configuration of the end item for which such material is to be used. If a preferred sparing activity applies, the "other than new" material must conform to the preferred configuration

(d) Asset Management Prioritization: The Contractor shall make the day to day decisions and authorize the movement of assets in accordance with the Uniform Material Movement and Issue Priority System (UMMIPS) defined by DoDM 4140.01. When the minimum requirements of the program conflict with those of the field support or test programs (or vice versa), the Contractor shall notify the Contracting Officer prior to utilizing an asset otherwise needed to fulfill the minimum requirements of the affected

program. Deviations from or exceptions to the above priority requirements shall require written direction from the Contracting Officer. Any equitable adjustments to the contract(s) price and/or schedule (if appropriate) shall be executed in accordance with the "Changes" clause of this contract. This in no way relieves the Contractor of any responsibilities or obligations under this or any other contract in the F-22 program

Special Tooling, Special Test Equipment and other GFP

In performance of this purchase order or any other F-22 related purchase orders/contracts, the Seller may use and may authorize its subcontractors to use, on a rent free, non interference basis Special Tooling, Special Test Equipment and other GFP accountable or approved for use.