

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT
TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-22 Raptor Enhancement Development and Integration II (REDI II)

Contract Number FA8611-13-D-2850

Generated using Lockheed Martin CorpDocs 2013 Version

Revision 6 Dated 05 October 2020

The following terms and conditions are to be incorporated in addition to the terms and conditions in the latest version of the applicable Lockheed Martin CorpDocs into subcontracts issued under the F-22 REDI II Prime Contract FA8611-13-D-2850. In the event of a conflict between the version or dates 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 clause set out in this document shall take precedent.

1. The following FAR, DFARS and AFFARS clauses apply:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010) (Applies if the subcontract value is \$5,000,000 or more and the performance period is greater than 120 days.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007) (Applicable to contracts exceeding \$5,000,000.)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applies to contracts that exceed the simplified acquisition threshold; and include a requirement for services by contractor employee(s) that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department.)

FAR 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) ("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 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s).)

FAR 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)- ALTERNATE III (JAN 2011) (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. Does not apply for Commercial Items as defined in FAR 2.101).

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010) (Applies if this contract is for \$100,000 or more.)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if the subcontract value exceeds the simplified acquisition threshold.)

FAR 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT-MAJOR SYSTEMS (DEC 2007) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). Does not apply for Commercial Items as defined in FAR 2.101.)

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 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (DEVIATION 2018-O0015) (MAY 2018) (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.").

FAR 52.245-09 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (APR 2010) (Applicable if Seller will be in possession of Fissionable materials or materials directly relatable to nuclear power production. The blank in the clause is completed with the following:

Procuring Contracting Officer Mary DelRaso, Phone: 937-713-7510, eMail: mary.delraso@us.af.mil

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

DFARS 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (JUL 2009)

(Applicable to any subcontract that requires the delivery of specialty metals as an end item under the subcontract.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010) (Applies if subcontract value is \$50,000,000 or more. In paragraph (b) "Government" means Lockheed Martin. Does not apply for Commercial Items as defined in FAR2.101.)

DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009) (Applicable to all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (NOV 2010) (Applicable to all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010) ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012) (Contracting Officer" means Lockheed Martin. Applicable if Seller will be in possession of government property during performance of the Contract.)

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")