

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
NAVSUP Repair Contract N00383-17-P-D131
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DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014)

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DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.235-7003 FREQUENCY AUTHORIZATION - BASIC (MAY 2014)

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DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (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 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.)

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 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applies unless Seller is furnishing commercially available off-the-shelf items)

FAR 52.245-9 Use and Charges (APR 2012)

MIL-STD-129R, "Military Marking for Shipment and Storage". All buys destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1E.

c. GOVERNMENT-OWNED MATERIAL - In the event that the Performance Based Logistics (PBL) contract expires and there is no follow-on PBL contract, or the contract is terminated or completed and Government-owned material is to be returned to the supply system, the contractor shall preserve and package this material in accordance with the requirements of paragraph 1 a.

2. PACKING REQUIREMENTS - The contractor shall pack as follows. Exterior shipping containers for Packing Levels A and B are detailed in MIL-STD-2073-1E, Appendix C, and Table C.II. Reusable containers, fast pack containers or wood containers are shipping containers and do not require overpacking for shipment.

Domestic Shipments (CONUS) Level B

Overseas Shipments (OCONUS)(including Navy ships at sea):

Via air, FPO, APO Level B

Via freight forwarder Level B

Via surface Level A

3. MARKING REQUIREMENTS - All unit, intermediate and shipping containers shall be marked in accordance with MIL-STD-129R. In addition, the following specific requirements apply:

a. ADDITIONAL MARKING FOR SPARES ONLY - Each MIL-STD-129R label shall also include the following:

1) Supplementary Procurement Instrument Identification Number (SPIIN) - the 4-digit order number that follows the basic BOA or long-term contract number (e.g. 0001, A001, 5001, 7001, etc.),

2) Contract Line Item Number (CLIN) - the 4-digit individual line item number (e.g. 0001, 0002, etc), and

3) SubCLIN - the 6-digit sub line item number (e.g. 0001AA, 0001AB, 0002AA, 0002AB, etc).

b. 2D BAR CODE MILITARY SHIPPING LABEL (MSL) - 2D bar code requirements in accordance with MIL-STD-129R, Paragraph 5.2.2.6

c. RADIO FREQUENCY IDENTIFICATION (RFID) LABEL - RFID requirements in accordance with clause DFARS 252.211-7006. "Passive Radio Frequency Identification."

d. DEPOT LEVEL REPAIRABLE (DLR) LABELS

1) Items identified with a Cognizance Code of either "7" or an even number preceding the NSN (e.g. 7RH 5826-01-428-9999) are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, the intermediate and the shipping container for accountability and control purposes. The outside of each unit,

intermediate and shipping container shall be affixed with the applicable label as close to the bar code label as possible.

EXCEPTION: When a DLR item requires use of both a reusable inner unit container and a reusable outer shipping and storage container (excluding wood and fiberboard), only the inner unit container shall be affixed with a DLR label.

In these cases only, DLR labels shall NOT be placed on the outer reusable container.

2) Labels can be obtained via email:

tyrone.sizer@dla.mil or sandy.sullivan@dla.mil

Provide the following information in the email:

- a) Contract Number
- b) NSN of the size DLR Label you need (per the below)
- c) POC and Address for these to be sent to.

NSN	DESCRIPTION	QUANTITY PER UNIT PACKAGE	APPLICATION	FORM NUMBER
0108LF5055300	DLR Label 2 in. x 3 in.	100	Unit Container	NAVSUP 1397-1
0108LF5055000	DLR Label 3 in. x 5 in.	100	Intermediate/ Shipping Container	NAVSUP 1397

Labels may also be obtained by faxing a copy of the contract page containing the DLR label requirement and providing the POC/Address to 215-697-2424.

e. SPECIAL MATERIAL IDENTIFICATION COCODE (SMIC) FOR NAVSUP WSS MECHANICSB URG MARITIME REQUIREMENTS ONLY

1. Certain Program-related items are identified by a two-position SMIC, which appears as a suffix to the NSN (e.g. 1H4730-00-900-1317 L1), and require special markings. Containers shall be marked with letters, maximum two inches high on two (2) sides and two (2) ends as follows:

SMIC	MARKINGS	COLOR	TYPE CONTAINER
L1	LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
S1	SURFACE LEVEL 1	RED	Unit, intermediate and shipping (size permitting)
D4/D5/D7	DSS-SOC	RED	Unit, intermediate and shipping (size permitting)
C1*	LEVEL 1 CLEAN O2-N2	GREEN	Unit, intermediate and shipping
CP/VG*	SPECIAL CLEAN O2-N2	GREEN	Unit, intermediate and Shipping
D0/D6/D8*	DSS-SOC SPECIAL CLEAN O2/N2	GREEN	Unit, intermediate and shipping

VU FBW SFCC VU BLUE Unit, inter

FURNISHED MATERIAL (GFM). Fast Pack containers WILL NOT be provided as GFM are not provided by NAVICP. To obtain GFM reusable containers, the contractor must first obtain a Container Request Form either from <https://tarp.navsisa.navy.mil/container> or by contacting 215-697-5842, then fax the completed form to 215-697-1405/3850 at least 90 days prior to the anticipated shipping date (monthly for repair contracts). If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply.

Under no circumstances will the unavailability of reusable containers be an excusable delivery delay. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

to be repaired. The DCMA QAR shall verify the condition of the item. The estimated acquisition unit price of the item furnished for repair is \$ < >.

(2) When the estimated cost of the repair to the item will exceed the above acquisition price, the Contractor shall promptly notify both the cognizant ACO and NAVSUP WSS Buyer of the estimated cost to repair the item.

(3) The NAVSUP WSS buyer will notify the ACO and the Contractor if the item is to be repaired at a negotiated Over and Above price. If the repair is to be discontinued, disposition instructions will be provided and the order will be modified (limited to the amount obligated on the order) to compensate the Contractor for work performed and parts furnished.

(c) Warranty

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that, for one year from the date of delivery:

(i) Any part furnished or work done under this order will be free from defects in material and workmanship and will conform with the specifications stated and all other requirements of this order; and

(ii) The preservation, packaging, packing and marking, and the preparation for, and method of, shipment of any repaired overhauled item will conform to this order.

(2) The Contracting Officer shall give written notice to the Contractor of any breach of warranties and required corrective action within 45 days after discovery of the defect.