

**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**

**Generated using Lockheed Martin CorpDocs 2017 Version**

**July 27, 2017**

**Original**

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 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

**FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

**FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

**FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

**FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)**

**FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)**

**FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)**

**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 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**

**FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**

**FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

**FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

**FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

**FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)**

**FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**

**FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)**

**FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)**

**FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2016)**

**FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2014)**

**FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

**FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014)**

**FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**

**FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)**

**FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)**

**FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

**FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016)**

**FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014)**

**FAR 52.225-5 TRADE AGREEMENTS (OCT 2016)**

**FAR 52.225-8 DUTY FREE ENTRY (OCT 2010)**

**FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (DEC 2007)**

**FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)**

**FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)**

**FAR 52.227-14 RIGHTS IN DATA - GENERAL (MAY 2014)**

**FAR 52.228-5 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

**FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)**

**FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)**

**FAR 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS (OCT 2015)**

**FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS (AUG 2016)**

**FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**

**FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (NOV 2016)**

**FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)**

**FAR 52.242-13 BANKRUPTCY (JUL 1995) (**

**FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**

**FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)**

**FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**

**FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)**

**FAR 52.248-1 VALUE ENGINEERING (OCT 2010)**

**FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS (AUG 2016)**

**DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008)**

**DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)**

**DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2016)**

**DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)**

**DFARS 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)**

**DFARS 252.215-7000 PRICING ADJUSTMENTS (DEC 2012)**

**DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (MAR 2016)**

**DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)**

**DFARS 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)**

**DFARS 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991) DFARS 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)**

**DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)**

**DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2016)**

**DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)**

**DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)**

**DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)**

**DFARS 252.225-7033 WAIVER OF UNITED KINGDOM LEVIES (APR 2003)**

**DFARS 252.225-7043 ANTI-TERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**

**DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)**

**DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014)**

**DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)**

**DFARS 252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS (FEB 2014)**

**DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)**

**DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)**

**DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)**

**DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)**

**DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)**

**DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

**DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)**

**DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)**

**DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)**

**DFARS 252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)**

**DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**

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

**DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)**

**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)** (Communications with the Government under this clause will be made through Lockheed Martin)

**DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)**

**DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)**

**DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012)** (Applies if Seller will be in possession of Government property for the performance of this contract)

**DFARS 252.217-7028 Over and Above Work (DEC 1991)** ("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 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013)** ("Contracting Officer" means Lockheed Martin.)

**DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008)** (Applies if this contract requires delivery of Items directly to the Government)

#### **Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

##### **WSSTERMDZ02 ITEM MARKING REQUIREMENTS (6-2006)**

Item marking requirements and methods for identification of items of Military Property produced, stocked, stored, and issued by or for the Department of Defense shall be in accordance with MIL-STD-130, REV M.

##### **WSSTERMDZ03 PRESERVATION, PACKAGING, PACKING AND MARKING (7-2014)**

The contractor shall preserve, pack and mark all items as cited below.

#### **1. PRESERVATION REQUIREMENTS**

a. **SYSTEM STOCK SHIPMENTS** - The contractor shall preserve all items intended to enter the military distribution system (stock) in accordance with the MIL-STD-2073-1E, "Standard Practice for Military Packaging", Packaging Requirements Code specified in the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-1a) is specified, and one or more of the following packaging fields (WM, CUD, CT, UC) value is a 00 (numeric), the Specialized Preservation/MOP procedure and materials takes precedence. Disregard "HM" and "LP" fields and replace "SPMK 99" with "00" (numeric). Contractor can access <https://tarp.navsisa.navy.mil> for code interpretation.

1) Contractor shall use material produced by a Qualified Products List (QPL) manufacturer if the required packaging material has a QPL. Barrier materials that have QPLs are MIL-PRF-131, Classes 1 and 3, MIL-PRF-81705D, Type 1 and MIL-PRF-22191. These items can be identified by the following packaging field values: PM = "31", "32", "33", "41", "42", "43", "44", "45", "51", "52", "53", "54", "55", "AW", "BD", "DW", "GX"; or UC = "B2", "B3", "B9", "BL", "BS" or "SD". Sources for QPL material can be obtained by contacting 215-697-5842.

b. **IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS** - Government PCO or ACO approval to use the packaging standards outlined in this paragraph is required, and is only permitted for all items determined to be for immediate use (e.g. CASREP, AOG, or Repair line stoppage) and part number buy shipments. Any national stock numbered (NSN) item required for immediate use or direct installation, or part number item (authority granted to ship without NSN shall be preserved and packed in accordance with ASTM D 3951-10, "Standard Practice for Commercial Packaging", for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. Marking shall be in accordance with

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, intermediate and shipping (size permitting)
SW	FBW SFCC SW	BLUE	Unit, intermediate and shipping (size permitting)
Q3 Q5	Q3 or Q5	RED	Unit, intermediate and shipping

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 \* denotes Oxygen Clean requirements in accordance with MIL-STD-1330

"Precision Cleaning and Testing of Shipboard Oxygen/Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

4. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147E "DoD Standard Practice: Palletized Unit Loads."

5. WOOD PACKAGING MATERIAL (WPM)

In accordance with the latest version of DoD Manual 4140.65-M "Compliance for Defense Packaging: Phytosanitary Requirements for Wood Packaging Material (WPM)," assets packed in or on wood pallets, skids, load boards, pallet collars, wood boxes, reels, dunnage, crates, frames, and cleats must comply with the Heat Treatment (HT) or Heat Treatment/Kiln Dried (HT/KD) (continuous at 56 degrees Centigrade for 30 minutes) standard. The WPM must be stamped or branded with the appropriate certification markings as detailed in DoD 4140.65-M and be certified by an accredited American Lumber Standards Committee (ALSC)-recognized agency. The WPM certification markings must be easily visible, especially in pallet loads, to inspectors.

6. NAVY SHELF LIFE PROGRAM

Navy shelf-life requirements are listed under the item description in a 3-digit alpha/numeric code. Position one (1) is the DOD shelf-life code, defining the type of shelf-life for an item (Type I, non-extendible or Type II, extendible), and the number of months an item can remain ready for issue in a Navy specified package. Positions two (2) and three (3) combined form the Navy-unique shelf-life action codes used by storage activities, and do not impose any requirements on the contractor. The contractor shall use the applicable shelf-life paragraphs and table in MIL-STD-129R to apply either Type I or Type II shelf-life markings for an item's unit, intermediate and shipping containers. Contractors will ensure that at least eighty-five percent (85%) of the Navy shelf-life requirement is remaining when received by the first government activity.

7. REUSABLE NSN CONTAINERS

An item that has an NSN assigned in the "Container NSN" field (e.g. 8145012622982) requires shipment in a metal or plastic reusable shipping and storage container.

a. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, MECHANISBURG SITE, MARITIME REQUIREMENTS

Reusable NSN containers for MARITIME (designated by a Cognizant Code of "7E", "7G" and "7H") shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM). Container sources may be obtained by contacting 215-697-5842.

b. REUSABLE CONTAINERS FOR NAVSUP WEAPON SYSTEMS SUPPORT, PHILADELPHIA SITE, AVIATION REQUIREMENTS

Reusable NSN containers (excluding wood and fiberboard) for AVIATION material (designated by a Cognizant Code of "7R", "6K" or "0R") shall be provided as GOVERNMENT-

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.

**ALTERNATE PACKAGING REQUIREMENTS FOR  
ITEMS ASSIGNED THE FOLLOWING CONTAINERS:**

Container NIIN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1E
00-260-9548	P069-2	GX10000LTBEC
00-260-9556	P069-1	(QUP = 001)
00-260-9559	P069-3	(ICQ = 00)
00-260-9562	P069-4	
01-012-4088	P069-6	
01-014-0440	P069-5	
01-164-4073	P069-7	
01-262-2982	15450-100	DW100K3GHFED
01-262-2983	15450-200	(QUP = 001)
01-262-2984	15450-300	(ICQ + 001)
01-262-2985	15450-400	
01-262-2986	15450-500	
01-262-2987	15450-600	
01-262-2988	15450-700	DW100K3GHFDR (QUP = 001) (ICQ = 000)

All excess empty reusable shipping and storage containers shall be turned-in to the nearest Container Reuse and Refurbishment Center (CRRC). CRRC locations/points of contact can be found at <https://tarp.navsisa.navy.mil/crrc> or by contacting 215-697-2063.

**8. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JPO, AND OTHER FOREIGN FORCES ACQUISITION**

a. Reusable shipping and storage containers shall be provided as CONTRACTOR-FURNISHED MATERIAL (CFM), unless otherwise specified.

b. Contractors may tender offers including alternate, non-reusable, packaging methods and be considered responsive.

**9. MATERIAL SAFETY DATA SHEETS**

As required by clauses FAR 52.223-3 "Hazardous Material Identification and Material Safety Data" and DFARS 252.223-7001 "Hazard Warning Labels" the offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Material Safety Data Sheets (MSDSs) to the NAVSUP WSS Support Contracting Officer prior to award. A copy must also be provided to NAVSUP WSS, Code 0772, P.O. Box 2020, 5450 Carlisle Pike, Mechanicsburg, PA 17055-0788 or via FAX number 717-605-3480.

**WSSTERMFZ12 REPAIR DELIVERY (FIRM FIXED PRICE) (6-2007)**

The time of delivery for repaired items is <90> days after induction (computed from date of order/contract or date of receipt of retrograde, whichever is later) until date of shipment.

**WSSTERMGZ01 CONTRACT ADMINISTRATION - REPAIR (10-2000)**

1. Critical and major nonconformances, as defined in DFARS 246.407, will not be accepted without Procurement Contracting Officer (PCO) approval.

2. The Administrative Contracting Officer (ACO) shall determine and insure that:

(a) All units determined by the Contractor to be beyond economical repair (BER) shall bear a confirmation by the ACO and shall accompany the Contractor's evaluation and be sent to the NAVSUP WSS PROCURING CONTRACTING OFFICER (PCO), (See Buyer/Phone Number on page 1 block 6).

(b) A certification of acceptance initiated by the cognizant DCAS shall be packed with each unit processed under this order.

(c) The Contractor shall not incorporate any newly proposed modifications or changes into the items inducted under this order without prior approval of the NAVSUP WSS Procuring Contracting Officer (PCO).

(d) Each DD-Form 250 issued under this order shall bear the notation Commercially Serviced Material. Does not apply CAVS. A DD1348-1A is required for shipping under CAVS.

(e) One copy of the DD Form 250 issued under this order shall be forwarded to the NAVSUP WSS, ATTN: Code 014 and one copy of the DD Form 250 shall be forwarded to the NAVICP, ATTN: Code 033.

(f) The completed units shall be identified by adding a decal or suitable marking on each unit in an easily accessible location and shall contain the following information:

- (1) Contractor's Name, Federal Manufacture Code or Trademark.
- (2) Completion date of repair/work.
- (3) Order number.

**WSSTERMGZ05 NOTE TO POST CONTRACTUAL MATTERS - REPAIR (1-2004)**

For matters not delegated to the Administrative Contracting Officer (ACO), the Procuring Contracting Officer (PCO) Representative is listed on page 1, block 6.

This order covers induction for a one year period from the date of this order, unless otherwise directed by the PCO.

Within 30 days after the last day cited for induction, the contractor will advise the cognizant PCO Representative of how many units were inducted against each item.

Within 60 days of the last day cited for induction, the ACO shall issue a modification to the order reducing all excess quantities and funds, unless otherwise directed by the PCO.

For a complete list of all possible input and output Part Numbers and National Stock Numbers for items repaired under this order, see the continuation sheet for repair Purchase Orders or Attachment A for Long Term Contracts or Basic Ordering Agreements.

### **WSSTERMLZ06 CONSIGNMENT INSTRUCTIONS (5-2010)**

Consignment Addresses are readily available electronically at the DoD Activity Address Codes (DODAAC) website <https://www.daas.dla.mil/daasinq/dodaac.asp?cu=d>

Contractors are to enter a specific DODAAC Code (i.e. N63126), then select "Scan Query."

Three addresses will appear:

TAC1=Mailing Address TAC2=Shipping Address TAC3=Billing Address

The TAC2 Shipping Address should always be used. If it is missing for whatever reason, the contractor is authorized to use the TAC1 Mailing Address.

For Mobile Units and Ships, call the NAVSUP Weapon System Support (WSS) Fleet Locator at: Commercial 757-443-5434 or DSN 646-5434

### **WSSTERMLZ15 EBUSINESS INITIATIVES SOUGHT (3-2002)**

In conjunction with this contracting effort, the NAVSUP Weapons Systems Support (NAVSUP WSS) is seeking information regarding eBusiness initiatives that the offeror is currently utilizing. These initiatives may include, but are not limited to, requisition processing tools, collaborative work environments, unique web-based applications, repair asset management, or other innovative eBusiness practices. NAVSUP WSS is seeking this information in order to enhance service to the fleet by maximizing the use of eBusiness technology.

**WSSTERMHZ03 FIRM FIXED PRICE REPAIR PURCHASE ORDERS (12-2004)** ("Contracting Officer" means Lockheed Martin.)

(a) The unit prices and total amounts shown on the schedule page are Firm Fixed Prices. The contractor shall begin work immediately upon receipt of order and receipt of non-RFI asset(s). The item(s) to be repaired shall be shipped, transportation charges prepaid, to the Contractor's plant listed on page 1.

(b) Beyond Economical Repair

(1) The Contractor shall not be repairing, or if the repair is in process shall stop repairing, any item(s) where the total cost of repair including labor and parts is reasonably expected to exceed one hundred percent (100%) of the item's acquisition price based on production run quantities of a new item in a configuration similar to the configuration of the item

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.