

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**C-130 REPLENISHMENT SPARES, Contract SPE4A1-23-G-0019**  
**Generated using Lockheed Martin CorpDocs 2024 Version**

**Original: 27 March 2024**

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:

RESERVED

**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:

RESERVED

**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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)** (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

**FAR 52.232-17 Interest. (MAY 2014)** (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**FAR 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**

**FAR 52.245-9 Use and Charges. (APR 2012)** (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.246-15 Certificate of Conformance. (APR 1984)** (Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

**DFARS 252.209-7010 Critical Safety Items. (AUG 2011)** (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

**DFARS 252.211-7006 Passive Radio Frequency Identification. (DEC 2017)** (Applies to all 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 Reporting of Government-Furnished Property. (MAR 2022)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010)** (Applies if Seller will be in possession of Government property for the performance of this contract.)

**DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022)** (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005)** (Applicable to any subcontract that requires the delivery of hand or measuring tools.)

**DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales. (APR 2003)** (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

**DFARS 252.225-7036 Alternate IV - Buy American - Free Trade Agreements - Balance of Payments Program. (JAN 2023)** (Applicable to all subcontracts for supplies.)

**DFARS 252.225-7055 Representation Regarding Business Operations with the Maduro Regime. (MAY 2022)**

**DFARS 252.243-7002 Requests for Equitable Adjustment. (DEC 2022)** (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." 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. (DEC 2017)**

(Applicable if subcontractor will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

**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:

**SECTION A-17 Critical Safety Items Application**

The following Clauses, Notes, STOs and DAANs apply to Critical Safety Items:

DFAR 252.209-7010, Critical Safety Items

Technical STO RC001, Documentation Requirements for Source Approval Request (SAR) CAI & CSI

Procurement Note H04, Sourcing for Critical Safety Items

DLA Aviation Acquisition Notices (DAANs) DAAN-09-06, Critical Safety items

**SECTION C01 SEP 2016 Superseded Part Numbered Items**

Prescription: 11.391(a) Solicitations and contracts shall include procurement note C01 when procuring part numbered items.

If an item part number is superseded during the term of this contract, the contractor shall advise the contracting officer immediately upon determination. The notice shall include complete information on the superseding item form, fit, function, configuration, application, or physical nature. The contracting officer will determine whether the item is acceptable to the Government, advise the contractor within seven days, and modify the contract accordingly.

**SECTION H01 SEP 2016 Qualified Products List (QPL) for Federal Supply Class (FSC) 5935 Connector Assemblies and Contacts**

H01 Prescription: 9.202(a)(2)(i) Solicitations and awards shall include procurement note H01 when purchasing qualification items in Federal Supply Class (FSC) 5935.

When an offeror includes connectors and electrical contacts manufactured by different qualified sources, the offeror agrees to provide to the contracting officer or quality assurance representative, prior to delivery, documentation signed by an authorized contractor representative responsible for quality assurance, demonstrating that the connectors and electrical contacts in question were manufactured by/obtained from a current QPL source(s). The signed documentation must as a minimum include:

- (1) Name of the quality assurance representative;
- (2) Name of connector manufacturer(s);
- (3) Manufacturer(s) part numbers (P/N);
- (4) Name of contact manufacturer(s); and
- (5) The Commercial and Government Entity (CAGE) code of the manufacturer.

**SECTION DAAN-09-06 SEP 2016 Critical Safety Items**

**CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS**

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime contractor or the actual manufacturer(s) cited in the procurement item description (PID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

"Exact product" and "alternate product" are defined in the provision at DLAD 52.217-9002 or Procurement Note L04, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime contractor" means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the PID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002 or Procurement Note M06. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 or Procurement Note C04 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003 or Procurement Note M05.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the procurement item description (PID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the PID and is (or will be) manufactured by an approved source cited in the PID, modified (if necessary) to conform to any additional requirements set forth in the PID, and is (or will be) manufactured by or under the direction of an approved source cited in the PID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the PID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are "not in stock" or "not yet manufactured" --

(i) A copy of Offeror's Request for Quotation to approved source cited in PID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in PID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(iii) For offers of surplus material, a completed 52.211-9000 or Procurement Note C04 with supporting documentation.

(2) If offered item(s) are "shipped" or "in stock" --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in PID and a quantity sufficient to satisfy the solicitation requirement.); or

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in PID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, a completed 52.211-9000 or Procurement Note C04 with supporting documentation; and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to

Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the PID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the PID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the PID for an approved source cited in the PID.

(4) When the PID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the PID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the PID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the PID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

(A) A factory second;

(B) Changed, mutilated, or rebranded;

(C) A manufacturer's overrun;

(D) A rejected item; or

(E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000 or Procurement Note C04, Government Surplus Material).

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(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

#### CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY

(a) Since the item being acquired is a critical safety item, the Contractor shall immediately provide notification and documentation of the changes to the Contracting Officer when any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement),

(b) The Contractor shall immediately provide to the Contracting Officer notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

(1) Later revisions to drawings, specifications or standards that differ from the revision cited in the procurement item description (PID) in the contract;

(2) Changes in the manufacturing process;

(3) A change in the approved source's manufacturing location; or

(4) A transfer of manufacturing facilities by the approved source since last manufacture.

#### WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY

The item being acquired is a critical safety item. Notwithstanding any other term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld.

(End of Notice)