

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

C5 LAIRCM
FA8625-07-C-6473

Generated using Lockheed Martin CorpDocs 2007 Version

10 October, 2007

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

H001 CONTRACTOR IDENTIFICATION (FEB 2003)

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

H002 Relationship of Contractor with Subcontractors/Vendors: Subcontractors shall levy on their subcontractors at all tiers the same requirements for Technical Data Packages (TDPs) as are levied on them by this contract. This requirement shall be flowed down to the lowest tier subcontractor/vendor associated with the program.

H003 Item Unique Identification (IUID)

The subcontractor shall mark all items identified with Unique Item Identifier (UII) markings and submit the required data to the IUID Registry. The subcontractor shall follow the guidelines in the current version of MIL-STD-130 and the incremental approach/procedures contained in the LM-Aero's C-5 Modernization IUID Plan. The subcontractor shall ensure all appropriate data elements are populated and delivered to Lockheed Martin. All IUID data elements, identified in DFARS 252.211-7003, for items shall be delivered to Lockheed Martin. The subcontractor shall identify to Lockheed Martin any proposed new items to be added to the C-5 LAIRCM IUID List in accordance with DFARS 252.211-7003. As additional items are added to the IUID List, the mutually agreed to items shall be incorporated into the contract via Contract Change Proposal (CCP).

H004 Diminishing Manufacturing Sources (DMS)

The subcontractor shall develop processes and plans to minimize impacts to the C-5M effort due to vanishing vendors and diminishing manufacturing sources (DMS). The subcontractor shall:

- a. review and monitor the Bill of Material to identify items with the potential for DMS risk
- b. identify items according to criticality, expected obsolescence date and expected replacement cost
- c. identify alternatives for items having DMS risks
- d. brief DMS Plan status at Program Management Reviews
- e. recommend appropriate DMS-related tasks under the studies and analysis CLIN, to include redesign/substitution trade studies or planned product insertion
- f. report on all DSMS reports/notices and Government and Industry Data Exchange Program (GIDEP) reports

H005 The following clauses are included in this subcontract as stated below.

52.245-1 Government Property (JUN 2007). Applicable in all subcontracts where Government property is acquired or furnished.

"Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and 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 of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system."

252.211-7006 Radio Frequency Identification (MAY 2006). Applicable if the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.

DFARS 252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (APR 2007). Applies unless this contract is a fixed price contract awarded on the basis of adequate price competition. Communications with the Contracting Officer under this clause shall be made through Lockheed Martin. In paragraph (e), the term "Contracting Officer" includes Lockheed Martin. If the Contracting Officer determines excessive pass-through charges are included in Seller's prices, an adjustment will be made to this contract to exclude such charges.

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 2007). Applies if Seller is furnishing any of the items covered by this clause.

DFARS 252.246-7001 WARRANTY OF DATA (DEC 1991)

"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." (Alternate I of DFARS 252.246-7001 is included in fixed price incentive subcontracts).

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JAN

2007) Applicable to subcontracts for i) Parts identified as critical safety items; or (ii) Systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) Repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003). The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2004) 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.