

A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

B. GOVERNMENT SUBCONTRACT

- (a) This Contract is entered into by the parties in support of a U.S. Government contract.
- (b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:
 - 1. "Commercial product" means any such product as defined in FAR 2.101.
 - 2. "Commercial service" means any such service as defined in FAR 2.101.
 - 3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
 - 4. "Contract" means this contract.
 - 5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
 - 6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.
 - 7. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.
 - 8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. INDEMNITY

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER's suppliers' failure to comply with these U.S. Government Provisions and Clauses.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

Type	Clause No.	Title	Date	Modifications
FAR	52.203-3	Gratuities.	Apr-84	
FAR	52.215-21 ALT I	Alternate I - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modif	10-Oct	"Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).
FAR	52.215-21 ALT IV	AlternateIV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modif	10-Oct	"Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).
FAR	52.215-23 ALT I	Alternate I - Limitations on Pass-Through Charges.	9-Oct	Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
FAR	52.217-2	Cancellation Under Multi-year Contracts.	Oct-97	"Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months."
FAR	52.219-9 ALT III	Alternate III - Small Business Subcontracting Plan.	25-Jan	Applies if this contract exceeds the threshold at FAR 19.702(a) .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.

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FAR	52.222-36 ALT I	Equal Opportunity for Workers with Disabilities	14-Jul	Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award.
FAR	52.223-20	Aerosols.	24-May	
FAR	52.223-21	Foams.	24-May	
FAR	52.239-1	Privacy or Security Safeguards.	Aug-96	
FAR	52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entiti	24-Nov	
FAR	52.245-9	Use and Charges.	12-Apr	Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.247-64 ALT I	Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels.	3-Apr	In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin."
FAR	52.249-9	Default (Fixed-Price Research and Development).	Apr-84	"Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.
DFARS	252.204-7004	Antiterrorism Awareness Training for Contractors.	23-Jan	

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DFARS	252.204-7012B	(DEVIATION 2024-o0013) Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-o0013)	24-May	Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.
DFARS	252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	Dec-91	Applies if this contract involves precious metals.
DFARS	252.211-7008	Use of Government-Assigned Serial Numbers	10-Sep	
DFARS	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	5-Jun	
DFARS	252.225-7025	Restriction on Acquisition of Forgings.	9-Dec	Applies if the Work contains forging items described by the clause.
DFARS	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	3-Apr	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	252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	3-Apr	

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DFARS	252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program.	24-Feb	
DFARS	252.225-7036 ALT I	Alternate I - Buy American-Free Trade Agreements-Balance of Payments Program.	24-Feb	
DFARS	252.225-7036 ALT IV	Alternate IV - Buy American-Free Trade Agreements-Balance of Payments Program.	24-Feb	
DFARS	252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	23-Jun	
DFARS	252.235-7003 ALT I	Alternate I -- Frequency Authorization.	14-Mar	Applies if this contract requires the development, production, construction, testing, or operation of a device for which a radiofrequency authorization is required. "Contracting Officer" means "Lockheed Martin."
DFARS	252.243-7002	Requests for Equitable Adjustment.	22-Dec	"Government" means "Lockheed Martin."
DFARS	252.245-7005	Management and Reporting of Government Property.	24-Jan	
DFARS	252.246-7001 ALT II	Alternate II - Warranty of Data.	14-Mar	"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."

F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

WSSTERMBZ01

IMPORTANT NOTICE REGARDING INVENTORY TRANSACTION REPORTING

Inventory transaction reporting requirements have changed for NAVSUP Weapon System Support (NAVSUPWSS) contracts. These requirements are detailed in Section F, and the contractor should read this section carefully to ensure compliance. Detailed information on Commercial Asset Visibility (CAV) Repairables Portal (RP) reporting requirements can be found in the CAV Statement of Work (SOW) located at:

<https://www.navsup.navy.mil/NAVSUP-Enterprise/NAVSUP-Weapon-Systems-Support/Provisions-Instructions-and-Contract/>

Questions can be addressed to usn.philadelphia.navsupwssphil.mbx.cavsaar@us.navy.mil for NAVSUP WSS Philadelphia solicitations and contracts (document numbers beginning with N00383) and to usn.mechanicsburg.navsupwssmech.mbx.mech-cav-saar@us.navy.mil for NAVSUP WSS Mechanicsburg solicitations and contracts (document numbers beginning with N00104).

(09-23)

WSSTERMCZ01

CONFIGURATION MANAGEMENT AND CONTROLS

Prescription: Required in all Navy Aviation (Phila only) solicitations/contracts

1.0 Configuration Management

1.1 The cognizant Naval Air Systems Command (NAVAIR) Program Manager will maintain configuration control and change authority for all items in this contract.

1.2 In accordance with the configuration management provisions of this contract, the Contractor must maintain the total Equipment baseline configuration of the parts on this contract including, but not limited to, hardware, software and firmware.

NOTE: The latest revisions of the DOD Forms referenced in this term can be found at <https://www.esd.whs.mil/dd>. The latest revisions of the DIDs referenced in this term can be found at <https://quicksearch.dla.mil/>.

2.0 Engineering Changes

2.1 The Government will not be responsible for any contract delay or disruption or any increased costs of performance of the Contractor due to a misclassification of an Engineering Change Proposal (ECP) by the Contractor, including those costs associated with replacement of delivered items resulting from such a misclassification. ECP's are classified as Class I (Major) or Class II (Minor). For detailed classification criteria

refer to the DD Form 1692 instructions sheet. ECPs must be prepared in accordance with DI-SESS-80639E, Engineering Change Proposal (ECP).

NOTE: Any ECP or notification of an ECP submitted to the PCO in accordance with this paragraph must also be copied to the NAVSUP WSS CM Team at usn.philadelphia.navsupwssphil.mbx.configuration-management@us.navy.mil.

2.1.1 Class I (Major) Changes: The Contractor must coordinate with the cognizant NAVAIR Program Office prior to any Class I ECP submission. The Contractor must submit all Class I changes, via the Defense Contract Management Agency (DCMA) Contract Management Office (CMO) and the Procurement Contracting Officer (PCO), to the cognizant NAVAIR Program Office for approval or disapproval. The Contractor must notify the PCO of any pending or approved Class I engineering changes with another Government activity that the Contractor proposes to incorporate under this contract. The cognizant NAVAIR Program Office will approve or disapprove of all Class I changes. Any approved Class I change may necessitate contract changes by the contracting officer, which changes may be handled under the Changes clause of this contract, FAR 52.243-1. The Contractor must not implement a Class I change on this contract until a contract modification is issued by the PCO.

2.1.2 Class II (Minor) Changes: Any Class II change involving a Critical Safety Item (CSI) must be submitted to the PCO for NAVAIR Program Office approval unless NAVAIR has delegated approval authority to the cognizant DCMA CMO. For Class II changes to items without a criticality determination, the items will be considered CSI for the purposes of processing in accordance with this paragraph. Class II changes related to non-CSI's must be submitted to the cognizant DCMA CMO for concurrence in classification and may be implemented only upon receiving DCMA concurrence. Class II changes must be made at no additional cost to the Government.

2.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a Class I or Class II ECP.

3.0 Variances

3.1 The Contractor must not deliver any item for acceptance by the Government that incorporates a known departure from product definition information unless a Request for Variance (RFV) has been approved. Authorized variances are a temporary departure from the requirements only and do not authorize a change to the item's approved configuration. RFV's are classified as Critical, Major, or Minor. For detailed classification criteria refer to the DD Form 1694 instructions sheet. Any variance requests to CSI's must be classified as major, at a minimum. For variances to items without a criticality determination, the items will be considered CSI for the purposes of processing and classified as a major, at a minimum. Variance requests shall be prepared in accordance with DI-SESS-80640E – Request for Variance (RFV).

NOTE: Any RFV submitted to the PCO in accordance with this paragraph must also be submitted to the NAVSUP WSS RFV Review Team at usn.philadelphia.navsupwssphil.mbx.rfv-review-team@us.navy.mil.

NOTE: Should a variance be discovered after product delivery, the Contractor must notify the PCO and NAVSUP WSS Quality (NOE_N22@us.navy.mil).

3.1.1 Critical/Major Variances: The Contractor must submit all critical/major variance requests, via the DCMA CMO and the PCO, to the cognizant NAVAIR Program Office for approval or disapproval. All approved critical/major variances require a contract modification by the PCO prior to final inspection and acceptance of the items.

3.1.2 Minor Variances: For minor RFVs, delivery and/or shipment of such items under this contract is not permitted until approved by the cognizant DCMA CMO.

3.2 The Contractor is not entitled to any equitable adjustment to the contract price or terms based on the Government's disapproval of a critical, major, or minor variance.

(12-23)

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GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)

(Applicable to orders >\$500,000, or lower value when Contracting Officer provides notice that term will apply)

a. The Contractor will actively participate in the Government Industry Data Exchange Program (GIDEP) per the Operations Manual (OM). The Contractor will submit information concerning critical or major nonconformances, as defined in FAR 46.101, to the GIDEP information system.

b. The Contractor will insert paragraph (a) above in any subcontract when deemed necessary by the Contractor. When so inserted, the word "contractor" will be changed to "subcontractor."

c. The Contractor will when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data, which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

d. The Contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.

e. Associated Data Item Description (DID) DI-QCIC-80125B: Alert/Safe-Alert Reporting to GIDEP.

(02-25)

WSSTERMDZ03

PRESERVATION, PACKAGING, PACKING AND MARKING

The contractor shall preserve, package, pack and mark all items as cited below. Where specifications or standards are cited herein the latest revision of that specification or standard shall apply.

1. PRESERVATION REQUIREMENTS

- a. **SYSTEM STOCK SHIPMENTS** - The contractor shall preserve all items intended to enter the military distribution system for stock in accordance with the MIL-STD-2073-1, "Standard Practice for Military Packaging", Packaging Requirements Code specified in Section B, Part I of the Schedule. When a Specialized Preservation Code/Method of Preservation (MOP) (Table J-Ia) 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. Contractors should disregard the LP field and third digit of the PACK field and use the Unit Container Level (UCL) to identify the level of packing protection the unit container meets for packing requirements. When HM = D, the item is regulated in accordance with Title 49 Code of Federal Regulations (CFR); when HM = N the item is not regulated for transportation.

- 1) When a specified packaging material has an associated Qualified Products List (QPL), the contractor shall use only packaging materials produced by a manufacturer listed on the applicable QPL. Barrier materials that have QPLs are MIL-PRF-131, MIL-PRF-81705, MIL-PRF-22191, MIL-PRF-3420 and MIL-PRF-22019. Sources for QPL material can be obtained from the Qualified Products Database at <http://qpldocs.dla.mil/>.
- b. IMMEDIATE USE/INSTALLATION AND PART NUMBER BUY SHIPMENTS – Government PCO or ACO approval is required to use the packaging standards outlined in this paragraph. Any national stock numbered (NSN) item required for immediate use (used or consumed within 7 days of receipt) or direct installation, or part numbered item (authority granted to ship without NSN) shall be preserved and packed in accordance with ASTM D3951-18 (2023), “Standard Practice for Commercial Packaging”, for all shipments to a Continental United States (CONUS) government activity or contractor-owned facility. All material destined for overseas shipment (OCONUS) shall be preserved in accordance with MIL-STD-2073-1.
- c. GOVERNMENT-OWNED MATERIAL – In the event that the contract expires, 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. PROTECTION FROM DEGRADATION DUE TO ELECTROSTATIC (ES)/ELECTROMAGNETIC (EM) FORCES

- a. When ASTM D3951-18 (2023), is authorized for packaging and the item is considered Electrostatic Discharge Sensitive (ESDS), protection shall be in accordance with ANSI/ESD S20.20-2021, “For the Development of an ESD Control Program for – Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices).”
- b. When MIL-STD-2073-1 is specified and the preservation method code (PMT) in the solicitation does not specify ESD/EM protection (PMT = GX) and the contractor’s proposed item of supply is subject to degradation from ES/EM forces, contractors shall provide recommended packaging data with their proposals/quotes.

3. PACKING REQUIREMENTS – The contractor shall pack as follows:

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

Exterior shipping containers for Packing Levels A and B are listed in MIL-STD-2073-1, Appendix C, Table C.II. Long-life reusable containers and wood containers are shipping containers which do not require overpacking for shipment.

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

- a. ADDITIONAL MARKING FOR SPARES ONLY – Each MIL-STD-129 label shall also include the following:
 - 1) Procurement Instrument Identifier (PIID) – the 13-digit contract order number,
 - 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. DEPOT LEVEL REPAIRABLE (DLR) LABELS

- 1) Items identified with a Cognizance (COG) Code of either “7” or an even number preceding the NSN, excluding 6A, 6H and 6X COGs (e.g. 7RH 5826-01428999), are defined as Depot Level Repairable (DLR) items. DLR items require that a DLR label be placed on the outside of the unit, intermediate and shipping containers 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 are available via the Naval Forms Online website:
<https://forms.documentservices.dla.mil/order/>. The website will advise the procedures for ordering and establishing an account.
- 3) NAVSUP WSS authorizes contractors to create and print their own DLR labels.

Labels shall follow the standard size and font options listed in below chart. Text shall be in all upper case letters of the same style font. The label used shall be sized proportionate to the size of the container. Labels shall be horizontally printed and consist of yellow “DLR” text font on a solid blue background. Labels shall meet requirements of MIL-STD-129 section 4.2.2. Labels shall be of a water-resistant grade of paper, film, or plastic, coated on one side with water-insoluble, permanent type adhesive. The adhesive shall adhere to metal, plastic, aluminum or fiberboard surfaces under high and low temperatures. Labels shall have a finish suitable for printing and writing on with ink without feathering or spreading, be capable of withstanding normal handling and storage conditions, and remain securely in position. Application specific performance criteria and durability requirements to ensure functionality in various climatic environments should be tailored, if required, using MIL-PRF-61002. MIL-PRF-61002 can be used as an acquisition tool when labels presently being used are not performing satisfactorily or when new conditions or applications require special label stock for those particular situations.

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

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0108LF5055000	DLR Label 3 in. x 5 in.	100	Intermediate / Shipping Container	NAVSUP 1397
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c. SPECIAL MATERIAL IDENTIFICATION CODE (SMIC) FOR NAVSUP WSS 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. 1H 4730 009001317 L1), and require special markings. Containers shall be marked or labeled 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 SPECIAL 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

* denotes Oxygen Clean requirements in accordance with MIL-STD-1330 "Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, Nitrogen, and Hydrogen Systems."

5. PALLETIZATION. Palletization of shipments shall be accomplished in accordance with MIL-STD-147 "DOD Standard Practice: Palletized Unit Loads." Failure to meet these palletization/packaging requirements and measures, without a written waiver from the PCO or ACO, may result in charges back to the contractor for repalletization and/or repackaging of items. Pallets shall conform to the requirements of American National Standards Institute, Material Handling-MH1-2016, Pallets, Slip Sheets, and Other Bases for Unit Loads. MH1-2016 may be obtained at the following website: <http://www.mhi.org>.

- a. General Purpose Unit Loads - When shipping directly to a Navy afloat unit, pallets meeting MH1-2016, Part No. MH1/9-02SW4048 or MH1/9-10BW4048 for unit loads under 1,500 pounds and MH1/9-03SW4048 for unit loads over 1,500 pounds shall be used.
- b. Hazardous Material Unit Loads - Unless otherwise specified in the contract or purchase order hazardous material containers, except cylinders and 55 gallon drums, shall be palletized utilizing MH1-2016 Part No. MH1/9-07SW4848 pallets.
 - c. Use of nonstandard commercial pallets is prohibited.

6. WOOD PACKAGING MATERIAL (WPM). All shipments destined to the DOD must be treated and marked in accordance with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15).

- a. For all WPM furnished under this contract the contractor shall ensure the American Lumber Standards Committee (ALSC) approved mark is applied to every shipment regardless of destination.
- b. Failure to comply with the requirements of ISPM 15 may result in refusal of the shipment, destruction or corrective treatment of WPM at the point of receipt and the associated costs charged back to the contractor.

7. 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-129 to apply either Type I or Type II shelf-life markings to 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.

8. REUSABLE NSN CONTAINERS. An item that has an NSN assigned in the "Container NSN" field (e.g. 8145 012622982) requires shipment in a reusable shipping and storage container.

- a. REUSABLE CONTAINERS FOR NAVSUP WSS, MARITIME REQUIREMENTS - Reusable NSN containers for maritime material (designated by a COG Code of "7E", "7G" and "7H") shall be provided as contractor-furnished material (CFM).

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- b. REUSABLE CONTAINERS FOR NAVSUP WSS, AVIATION REQUIREMENTS - Reusable NSN containers (excluding fiberboard and most wood) for aviation material (designated by a COG Code of "7R", "6K" or "0R") shall be provided as government-furnished material (GFM). Fast pack containers will not be provided as GFM. To obtain GFM reusable containers, the contractor must request via email usn.philadelphia.navsupwssphil.mbx.navsupcrf@us.navy.mil at least 90 days prior to the anticipated shipping date, 30 days prior for repair contracts. If the Navy's Container Management Area (CMA) informs the contractor that containers are unavailable, the following alternate packaging requirements apply. The unavailability of reusable containers shall not be an excusable delivery delay.

ALTERNATE PACKAGING REQUIREMENTS FOR ITEMS ASSIGNED THE FOLLOWING CONTAINERS

Container NSN	Container Part Number (80132)	Alternate Packaging Code IAW MIL-STD-2073-1
8145 002609548	P069-2	N 001 000 GX 1 00 K3 LT B ED UCL = B SPMK = 39 PACK = QFF
8145 002609556	P069-1	
8145 002609559	P069-3	
8145 002609562	P069-4	
8145 010124088	P069-6	
8145 010140440	P069-5	
8145 011644073	P069-7	
8145 012622982	15450-1	If MOP/PMT = GX N 001 000 GX 1 00 K3 GH Z ED Z= use 1.5" of "GH" cushioning between barrier bag and Unit Container UCL = B SPMK = 39 PACK = QFF
8145 012622983	15450-2	
8145 012622984	15450-3	
8145 012622985	15450-4	
8145 012622986	15450-5	
8145 012622987	15450-6	
8145 012622988	15450-7	

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- c. 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: Program Manager - 215-697-2063

Norfolk, VA -	757-445-9099 ext. 124	Yokosuka, JAPAN -	011-81-46-816-6304
Cherry Point, NC -	252-466-2331	Lemoore, CA -	559-998-0220
Jacksonville, FL -	904-542-1014	Okinawa, JAPAN -	011-81-46-816-6304
San Diego, CA -	619-545-8360	Iwakuni, JAPAN -	011-81-46-816-6304
Puget Sound, WA -	360-476-9777	Bahrain -	011-318-439-9553

- d. The stock-numbered, long-life, reusable containers identified herein as GFM are property of the U.S. Navy and only shall be used to fulfill orders from the Navy and U.S. Marine Corps; these containers shall not be used to fulfill orders from the U.S. Army, U.S. Air Force, any other agency of the U.S. Government or Foreign Military Sales (FMS) customer.

9. REUSABLE NSN CONTAINERS FOR FOREIGN MILITARY SALES (FMS), JOINT PROGRAM OFFICE (JPO) OR 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.

10. HAZARDOUS MATERIALS. This section applies when items to be delivered under this contract are considered hazardous materials as defined by 49 CFR, FED-STD-313, or by the Government's technical representative.

- a. Packaging and marking for hazardous materials shall comply with applicable requirements for Performance Oriented Packaging (POP) contained in 49 CFR and the international modal regulations. All performance test requirements shall be supported by test certificates and reports attesting to the date and the results obtained from performance oriented packaging testing. The contractor shall be responsible for assuring that sources providing performance testing services are registered with the U.S. Department of Transportation (DOT). The contractor's signed certification that the packaged configuration meets the applicable modal regulation shall be incorporated on the Wide Area Workflow Receiving Report (WAWF RR), DD Form 250, Material Inspection and Receiving Report, or other related acceptance documents if a WAWF RR, DD Form 250 is not used. The Shipper's Declaration for Dangerous Goods (SDDG) must be included for all air shipments and uploaded to WAWF. All test certificates, reports and training records shall be available for inspection by authorized Government representatives for a period of three years.
- b. When a contract/order for hazardous material requires shipment to a military aerial port or through a military container consolidation point including DODAACs SW3225, SW3123, SW3142, N45627, FB4427, FB9150, FB4497, FY8910, FY9125, FB4418, FY4462, FB4484, FB4479, those shipments shall comply with NAVSUP PUB 505/AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipment.

11. 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 contractor/offeror is required to list any hazardous material to be delivered under the resultant contract by the submission of Safety Data Sheets (SDSs) and Globally Harmonized System (GHS) compliant product label, when applicable, to the NAVSUP WSS or DLA Contracting Officer prior to award. An electronic copy in PDF format of the SDS and GHS product label must also be emailed to NAVSUP WSS Code N242 at NAVSUPWSSMECH.HAZMAT@US.NAVY.MIL. Please include the NSN, CAGE, Part Number, quantity of hazardous material, contract number, and point of contact for hazardous material questions in the body of the email.

12. REPACKAGING TO CORRECT PACKAGING DEFICIENCIES

- a. Notwithstanding inspection and acceptance by the Government of items furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the contractor guarantees that the preservation, packaging, packing and marking (PPP&M), and the preparation of, and method of shipment of such items will conform to the requirements of this contract.
- b. Items that do not conform to the PPP&M requirements of this contract may have a Supply Discrepancy Report (SDR, SF-364) written against the contractor at the time of receipt.
- c. The Government may at the option of the PCO or ACO, correct PPP&M deficiencies, without prior contractor notification, and require an equitable adjustment in the contract price to cover labor and material when corrective actions are warranted, or return the non-conforming material to the contractor for repackaging at the contractor’s expense.

(12-2025)

**SUPTXT245-9409(1-92)
FACILITIES**

(a) In the performance of all orders under this BOA, other than orders for Foreign Military Sales (FMS), the contractor is authorized to use on a rent-free and no-charge-for-use basis those facilities provided under contract N/A. In addition, on all non-FMS orders, subcontractors are authorized to use on a rent-free basis those facilities furnished to them under facilities contracts which provide for use, without charge, of government owned facilities furnished thereunder subject to the terms and conditions of such facilities contracts. On all orders (FMS and non-FMS) issued under this BOA, the contractor and/or his subcontractor(s) are also authorized to use, on a rent-free and no-charge-for-use basis, government property (i.e., tooling and test equipment), special tooling and special test equipment which is in the contractor's possession and which is not covered by a facilities contract. Such use is subject to the terms and conditions of the contract(s) under which the tooling or test equipment is held.

(b) The contractor warrants that it will not include in the prices inserted in any non-FMS order issued hereunder any factor for the rental, depreciation or amortization of such facilities, special tooling or special test equipment and warrants that its subcontract prices of subcontracts on which use of facilities, special tooling or special test equipment on a no-charge-for-use basis is authorized will also not include any factor for the rental, depreciation or amortization of such facilities, special tooling, or special test equipment.

(c) If the facilities, special tooling or special test equipment are withdrawn from the contractor or subcontractor by the government, or if permission to use on a no-charge-for-use basis is withdrawn from contractor or subcontractor at any time prior to or during the performance under any orders issued hereunder, the contractor shall immediately notify the CO, in writing, and advise the CO of the steps the contractor or subcontractor will take to replace the property withdrawn or no longer authorized for use. The price and

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delivery schedule of such order shall be equitably adjusted as evidenced by a Supplemental Agreement thereto. Failure to agree upon such equitable adjustment in price and delivery shall be a dispute under the disputes clause.