Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller’s proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller’s intellectual property or technical data.

**Full Text Clauses**

**Section C Clauses – Special Provisions:**

**C-9 Government- (GP)**

1. The GP available for use in accordance with the "Government Property" clause is the following: (a) the GP (if any) identified in the schedule, specifications, and/or Attachments 1, 7, 11, 43, 46, 53, 54, 55, 56, and 57, exhibits, and/or (b) the property necessary for the performance identified in the contractors property management system(s) of record and is existing on the effective date of this contract, and whose use is authorized on past, present, and future contracts by, and in accordance with the conditions imposed by, the government activity that has cognizance over the property.

2. The contractor’s property management system of record must identify the contract under which the GP is accountable. Any transfer of GP accountability must be in accordance with FAR 45.106 and documented via contract modification.

3. If the Government limits or terminates the Contractor's authority to use the above property, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract, unless such limitation or termination is because of the Contractor's fault or failure to perform an obligation under any contract, or because of the Contractor’s use of such property under another contract. The Contractor may use other government property not identified in paragraph 1 above under this contract only if the Administrative Contracting Officer gives written approval and either rent calculated in accordance with the “Use and Charges” clause is charged or the contract price or fee is reduced by an equivalent amount.

4. Attachment 57 lists items available for requisition as GP from the Navy Supply System inventory locations which the Contractor is authorized to use on past, present and future P&DSS contracts. As a result, the Contractor is authorized to use those commodities listed in the latest version of Attachment 57, or authorized substitutes approved by the PMOSSP Material Control Activity (MCA)

**C-10 Residual Property**

1) This clause applies separately to each fixed-price-incentive contract line item. Such contract line item is referred to below as “the CLIN.”

2) For purposes of this clause—

(a) “costs” has the same meaning as “costs” in the Incentive Price Revision – Firm Target clause (“the IPR clause”);

(b) “CLIN material” means material, other than Government-furnished material, that the Contractor must acquire to perform the CLIN (including, but not limited to, all units of any economic order quantity); and

(c) “residual property” or “RP” means acquired CLIN material or equipment that is not incorporated into a deliverable, consumed, or expended in performance.

3) The Contractor shall purchase all CLIN material or equipment that is not identified in the schedule, specifications, and/or attachments, exhibits as government furnished.

4) Costs of RP, which are included in the Contractor’s statement of incurred costs submitted in accordance with the IPR clause, shall be considered a direct item of cost under the contract and included in the CLIN’s total final negotiated cost in accordance with the IPR clause.

5) Title to all RP, whose costs have been included in the CLIN’s total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.

6) With the approval of the Contracting Officer, such RP may be transferred to another contract (“the gaining contract”) in accordance with applicable regulations. As soon as practical, the Contractor and the Contracting Officer shall identify the type, quantity, and acquisition cost of transferred RP.

7) If the parties of this contract are also the parties of a gaining contract–

(a) the gaining and losing contract shall be modified to identify the transferred RP and the contractors property management system of record shall be updated to reflect the fact that the RP is now accountable to the gaining contract;

(b) the transfer of RP shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RP being furnished by the Government; and

(c) the transfer of RP shall result in a downward equitable adjustment of one or more of the contract amounts of the gaining contract, if the parties negotiated the gaining contract without contemplation of such RP being furnished by the Government.

8) The Contractor shall maintain auditable records of inventories and transfers of RP. The Contractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.

**C-12 LE Roll Forward Material** (Applicable to LE Production purchase orders/subcontracts.)

1. In the performance of Item 0001 LE Production requirements, the Contractor is authorized to use any of the material list in Attachment 43.

2. Attachment 43 lists material that has been provided under Attachment 45 of past, present, and future P&DSS contracts. It is recognized and agreed that Attachment 43 is a fluctuating document that expands as sub-segment level material and LE Production Roll Forward material is purchased and provided by the Government and contracts as this material is used in production. As a result, the Contractor is authorized to use those commodities listed in the latest version of Attachment 43 as well as those commodities provided subsequent to the issuance of the latest version of this document.

3. Upon receipt of the LE Roll Forward Material at the Contractor or subcontractor site, the material shall be listed in Attachment 43 and the Contractor shall assign accountability in the Contractor’s property management system of record to the contract under which the material was procured. Accountability for Roll Forward Material may transfer over the useful life of the material in accordance with contract close-out procedures.

4. The cost of the Roll Forward material shall remain with the contract under which it was procured.

5. Because this material under Attachment 43 was acquired by the Contractor under previous LE Production and Development contracts, the warranty for suitability for use and timely delivery of Government Property does not apply to this material.

**C-13 Special Test Equipment/Special Mechanical Equipment (STE/SME) Spares** (Applicable if the purchase order/subcontract includes the use of STE/SME listed in Attachment 53.)

1. In the performance of this contract, the Contractor is authorized to use any of the spares acquired to support repair and maintenance of the STE/SME listed in Attachment 53.

2. Attachment 53 lists STE/SME Spares that have been provided under Attachments 19 and 23 of past, present, and future P&DSS contracts. It is recognized and agreed that Attachment 53 is a fluctuating document that expands as spares are purchased and provided by the Government and contracts as the spares are used in operations. As a result, the Contractor is authorized to use those commodities listed in the latest version of Attachment 53 as well as those commodities provided subsequent to the issuance of the latest version of this document.

3. Upon receipt of the STE/SME Spares the Contractor site, the material shall be listed in Attachment 53 and the Contractor shall assign accountability in the Contractor’s property management system of record to the contract under which the spares were procured. Accountability for STE/SME Spares may transfer over the useful life of the spares in accordance with contract close-out procedures.

4. The cost of the STE/SME Spares shall remain with the contract under which they were procured.

5. Because this material under Attachment 53 was acquired by the Contractor under previous Production and Development contracts, the warranty for suitability for use and timely delivery of Government Property does not apply to this material.

**C-16 Ammunition and Explosives Requirements (NAVSEA OP 5)** (Applicable if this purchase order/ subcontract involves the handing of ammunition and explosives on Government facilities.)

In accordance with DOD FAR Supplement 223.370-3, NAVSEA OP 5 shall apply in lieu of DOD 4145.26-M for all efforts performed on Government facilities (with the clarifications and exceptions noted in Attachment 5. NAVSEA OP 5 is defined in Section C specifications, paragraph A.

**C-22 Government Commercial Bills of Lading (G-CBLs)**

1. Except as specified in paragraph 2 and 3 below, all First and Second Destination property (as defined in Special Contract Provision C-1) deliverable under all CLINs shall be identified as freight of the Government and shipped via G-CBL.

2. Shipping for items deliverable under CLINs 0001/0026, 0011, and 0023 under Exhibit E and Attachments 3, 10, 22, 43, and 45, shall be completed under CLIN 0036 except for the following which are deliverable under paragraph 1:

a. Rocket Motors

b. Ordnance and Explosives – Class 1.4 through 1.1

c. Hazardous Material – USDOT Hazardous Materials Table 49, except limited shelf life

d. GFE for Production – 2664 Government property

e. Classified items

f. Nuclear Weapons Related Material (NWRM)

g. International shipments

h. Sensitive items requiring premium shipment as defined in SSPINST 4600 1A

i. DD250'd Property

3. Shipping costs of all items with a supplier unit price of $5 or less shall remain with the cost of the item itself.

4. All First and Second Destination property transfers, including (1) from contractor to subcontractor facilities or Government facilities, (2) from subcontractor to contractor facilities (including contractor field operations) or Government facilities, and (3) from first tier subcontractor to first tier subcontractor, (4) from subcontractor or contractor to designated disposal sites/facilities.to be processed under this contract shall be accompanied by documentation (or populated per the DCMA’s Shipment Information Request {SIR} eTool system) which provides the following information:

* The prime contract number and the subcontract/purchase order number (if applicable),
* The Transportation Account Code (TAC) used for payment of that particular shipment,
* The place of performance (Ship-From location), and the Ship-To/Mark-For locations.

5. Those shipments which cannot be identified in a prime contract exhibit or attachment, or a supporting subcontract/purchase order, either explicitly or by inference, shall be identified on a “shipping purposes only” DD Form 1149 that will not require a Government signature. The DD Form 1149 will serve to indicate that the items to be shipped are in support of this contract and will be received by DCMA from the Contractor not requiring Government approval.

6. Premium shipments required under this clause require authorization from SP2743. A premium shipment is defined as other than the lowest-cost mode, unless permitted per the SSPINST 4600 1A; charter air; commercial air over 150 pounds dimensional weight; refrigerated truck; and exclusive use of truck i.e.: dual driver (DDP), satellite monitoring system (S&S).

7. Ordinance need to be shipped in compliance with DoD 4145.26-M.

**C-23 Lockheed Martin Bills of Lading (Applicable to Item 0036)**

Shipping of CLIN 0001/0026, 0023, and 0011 First Destination property not identified in Special Provision C-22, paragraph 1 shall be identified FOB Destination and is scope under CLIN 0036. Any premium shipments required under these CLINs must obtain authorization from LM FBM Program Office. A premium shipment is defined as other than the lowest-cost mode, unless permitted per the SSPINST 4600 1A; charter air; commercial air over 150 pounds dimensional weight; refrigerated truck; and exclusive use of truck i.e.: dual driver (DDP), satellite monitoring system (S&S).

Exclusions: CLIN 0036 cannot be used for: 1) items to be shipped FOB Origin via G-CBL in accordance with special contract clause C-22, or 2) items with a unit price of $5 or less, for which the cost of shipping such items shall remain with the cost of the item itself.

**C-34 C4/D5 Capability Spares Bar Coding** (Applicable if Seller will be making any direct shipments to the Government.)

The Contractor shall bar code all outer containers and unit packs of C4/D5 Purpose Code A deliverables (as defined in NAVSUP 485 Vol. III, “Military Standard Requisitioning and Issue Procedure/Military Standard Transaction reporting and Accounting Procedures (MILSTRIP/MILSTRAP)”) to Navy supply. Bar coded labels will be provided by the Contractor and will meet the DoD specifications contained in MIL STD 129, “Marking for Shipment and Storage,” and MIL STD 1189, “Standard Symbology for Marking Unit Packs, Outer Containers, and Selected Documents.” Multi packs (shipping containers with two or more stock numbered items inside) shall not be bar coded.

**C-56 United Kingdom Subcontracts** (Applicable for all purchase orders/subcontracts.)

A. The Contractor, and its subcontractors to the extent practical and technically feasible, are directed to extend to United Kingdom (U.K.) firms on the same terms as with United States (U.S.) firms, the right to compete for TRIDENT II (D5) missile systems components. The Contractor is permitted to evaluate offers from and make awards to U.K. firms without applying differentials under the Buy American Act (41 U.S.C. 10(a)-(d)) and the Department of Defense Balance of Payments Program. The U.S. / U.K. TRIDENT II (D5) program has been designated a "U.S. Government-approved Project" in accordance with the International Traffic in Arms Regulation (ITAR) and the export of technical data and hardware by the Contractor and its subcontractors is authorized in accordance with that certain U.S. Department of State letters dated July 1, 1982, August 15, 1986, and August 19, 2008.

B. Any subcontract or purchase order entered into with a U.K. firm or person shall:

(1) limit the use of the technical data to that required by the contract or purchase order;

(2) prohibit the disclosure of the data to any other person except duly qualified subcontractors for the equipment within the U.K.;

(3) prohibit the acquisition of any rights in the data by any foreign person without the approval of the Department of State; and

(4) provide that any subcontracts between foreign persons in the U.K. issued pursuant to this contract shall contain all the limitation herein.

C. The Contractor shall advise all U.K. subcontractors, in writing, that:

The technical data exported from the United States in furtherance of the U.S./U.K. TRIDENT II (D5) Program, and any defense article which may be produced or manufactured from such technical data, may not be directly or indirectly sold, leased, released, assigned, transferred, conveyed or in any other manner disposed of, in or to any person or entity in a third country or to a national of a third country, unless the prior written approval of the U.S. Department of State has been obtained.

D. Technical data, as used herein, shall have the meaning set forth in ITAR 120.21; however, the restrictions on classified information, as set forth in the above referenced letter of July 1, 1982 signed by Jonathan T. Howe, RADM, USN, pertain.

**C-58 Required Use of Microsoft Windows (MS) 10 or Other Supported Operating System (OS)**

Any development, refresh, or update of any Government owned information technology (IT) system including Test Consoles and Information Management Systems are required to use the operating system that is most current at the time of CDR.

**C-59 Electronic Data Delivery**

Required electronic data deliveries under this contract will be in format that allows data extraction (extractable (i.e. not scanned) PDF acceptable). Delivery can be accomplished through on-line access via SWSNET or by delivery through other SSP approved digital media.

**C-69 Enterprise-Wide Contractor Manpower Reporting** (Applicable for all purchase orders/subcontracts that involve the performance of services as defined below. Communications with the Government under this clause will be made through Lockheed Martin.)

The following is hereby inserted in the statement of work of this contract and applies to all contract line items that require the performance of services:

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Department of the Navy via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

(1) W, Lease/Rental of Equipment;

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) S, Utilities ONLY;

(5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at: <https://doncmra.nmci.mil/>.

“Subcontractor” as defined in the Department of the Navy Contractor Manpower Reporting Application Version 3.7 Full User Guide means “Company contracted by a general or prime contractor to perform work on a contract for a government organization.”

“Services” as mentioned in this clause shall be understood in terms of the applicable FSC code as determined by the Contractor or Subcontractor. “Services” shall therefore be defined in accordance with the definitions and guidelines stated in SSPINST 4296.2 and the Federal Procurement Data System (FPDS) Product and Service Codes Manual.

The first Contractor Manpower Report under this contract shall be due no later than 31 October 2018.

**Section D Clauses:**

**Packaging and Marking** (Applicable if Seller will be making any direct shipments to the Government.)

D5 Field Processing at SWFLANT/SWFPAC and ER:

The D5 hardware being delivered under this contract shall be packed and packaged in accordance with WS 20970 and OS 8244.

C4 Field Processing at SWFPAC:

The Contractor shall accomplish preservation, packaging, and packing, in accordance with OS 8244.

C4/D5 Logistics Support:

1. Packaging

The supplies to be furnished by the Contractor shall be preserved, packaged, and packed in accordance with OD 14309 for shipment or transfer to GOE stores (fourth level); and in accordance with OS 8244 when destination is to other than the Contractor's plant. Outside markings and labeling shall be in accordance with MIL-STD-129 for quick-trans shipment; NAVSUPPUB 505 for shipment via Military Aircraft Command (MAC); and Department of Transportation (DOT) regulations for commercial shipments.

2. Marking

For hazardous/toxic materials (such as that defined in SSPINST 6260.1 and/or listed in OD 45507), the inner individual container(s) will be marked and labeled in accordance with OD 45507. Material intended for commercial air shipment shall have outer marking and labeling that conforms to DOT regulation. The Contractor shall mark SSBN replacement information in accordance with SSPINST 5510.29.

**Section E Clauses – Inspection and Acceptance:**

**II. Conformance Verification** (Applicable to Attachments 3 & 20.)

1. Requirements – LMSSC/Motor Supplier:

A. Interfacility shipping of CII/segment level hardware requiring contract verification will not take place until conformance verification is satisfactorily completed.

B. Conformance verification, as a minimum, must certify:

* Hardware was manufactured to the design disclosure;
* Inspection and test requirements have been satisfactorily performed;
* Each CII/segment has a unique serial number;
* Discrepancies have closed, all waivers/deviations are approved, and all configuration changes are documented; and
* Manufacturing operations have been accomplished, final buy-off is accomplished, and all pertinent documentation is available.

C. DCMA shall have the opportunity via classification of characteristics, Navy inspection points, or inspection audits to verify hardware conformance.

D. DCMA shall have the opportunity, electronically or manually, real time or after the fact, to review the conformance verification results associated with item 1.B. (1) through (5) above.

E. DCMA shall, prior to interfacility shipment, sign the shipping document (DD Form 1149) signifying concurrence that conformance verification is acceptable and that quantities are as specified, properly identified, properly packaged, and free from damage.

2. Requirements – Supplier Direct Hardware

Hardware shipped to SWFLANT/SWFPAC and ER shall undergo conformance verification with the following differences from the foregoing:

A. The supplier shall perform conformance verification functions in accordance with paragraph 1.B.

B. The LMSSC Product Assurance supplier representative shall verify hardware conformance and signify hardware acceptance via the Quality Assurance Supplier Activity Report (QUASAR).

C. The Government Representative will verify quantities, identification, free from damage and hardware conformance via classification of characteristics, and inspect points or inspection audits and signify hardware conformance by signature on form QUASAR prior to hardware shipment.

**III. INSPECTION LOCATION**

Unless otherwise indicated, inspection and acceptance of supplies and services to be furnished herein shall be made at the location specified above by the cognizant CAS component per PMO/SSP quality assurance letter of delegation outlining mandatory quality and technical requirements. Inspection and acceptance or evidence of completion shall be as noted for each Line Item or Subline Item. Inspection and acceptance shall be on DD Form 250 except as noted herein or in the applicable Exhibit.

**Section G Clauses – Contract Administration Data:**

**SSP G-2 Contract Authorities (Sep 2016)**

1. *Applicability*. This clause applies only if this contract is with one of the following or its divisions: Orbital ATK Launch Systems, Boeing, Draper Laboratory, General Dynamics, Honeywell, Interstate Electronics Corporation, Litton, Lockheed Martin, Northrop Grumman, and Raytheon.

2. *Contract Administration*. The contract administration office is authorized to approve contractor category D waivers as defined in SSPINST 4200.1 and OD 40825, unless this authority is specifically withheld. Approval of all other waivers and deviations from contractual requirements is not authorized except to the extent delegated by official correspondence from either the Director, Strategic Systems Programs (DIRSSP) or the Procuring Contracting Officer. Except as modified by separate delegations from the DIRSSP, normal contract administration functions will be performed in accordance with FAR 42.302.

3. *Programmatic and Technical*. The Program Management Office (PMO), SSP, SPF has been designated as the on-site representative of the DIRSSP with delegated authorities on programmatic and technical requirements on the Fleet Ballistic Missile Weapon System / Strategic Weapon System. Guidance regarding programmatic and technical requirements shall be provided to the contract administration services component by the PMO in accordance with DFARS 246.103(c), as necessary.

**G-4 Payments Under CLIN 0001** (Only applies if Seller has Progress Payments as part of their purchase order/subcontract that will transition to Performance Based Payments.)

For the purposes of the UCA, payment under CLIN 0001 will be accomplished through progress payments at the total line item level in accordance with FAR 52.232-16 Progress Payments (Apr 2012). Upon exercise of CLIN 0026 (see clause C-2), payment under CLIN 0001 will be accomplished via Performance Based Payments in accordance with FAR 52.232-32 (Performance Based Payments) (APR 2012) or invoices in accordance with FAR 52.232-1, depending on the Exhibit Line Item (ELIN) and as specified in Exhibit U.

All Invoice and Performance Based Payments shall be made in accordance with the Milestone Payment Plan and Liquidation Schedule in Exhibits U. All payments shall be reduced by the value of unliquidated CLIN 0001 progress payments. Exhibit U applies as follows:

Exhibit U (CLIN 0001 Performance Based Payment and Liquidation Tables) – Applies to CLIN 0001 upon exercise and definitization of CLIN 0001.

ACRNs assigned to ELINs are weighted and need to be paid out at a specific rate equal to the Unliquidated Obligated (ULO) amount of a specific ACRN under an ELIN as compared to the total ULO amount for all ACRNs under the ELIN. DCMA will advise contractor about the accuracy of invoices. The payment office is to process invoices for ELINs as indicated in the contract administration office approved invoices. Payments will be by ELIN where applicable and paid to all related ACRNs as indicated above.

Performance-based payments will apply to specific ELINs under CLIN 0001 only. Total performance-based payments shall not exceed 90 percent of the CLIN 0001 price for each of the following Exhibit H ELINs:

|  |
| --- |
| **Exhibit H (PBP schedule in Exhibit U)** |
| H00C  H00D  H00E  H00F  H00H  H00L  H00P  H00Q  H00N |

Performance-based payments are recouped by the Government through deductions of payments otherwise due to the contractor for the partial or complete delivery of contract items. The deductions are made by applying a liquidation rate to the price of the delivered contract items per ELIN within CLIN 0001 (per Exhibit H). The liquidation rate is 90 percent.

The Milestone Payment Plan is included in Exhibit U. The plan identifies each milestone event, the event value, and the method of verification for the milestone event. Invoices for performance-based payment requests are computed using the dollar value for each milestone event completed.

**Section H Clauses – Special Contract Requirements:**

**SSP H-2 Employment of Government Personnel or Former Government Personnel (Feb 2015)** (Applicable for all purchase orders/subcontracts.)

1. For purposes of this clause:

(a) "employment" includes full-time or part-time work, work as a consultant or advisor, and work as a subcontractor

(b) "government personnel" includes any present military member or civilian employee of the federal government; and:

(c) “former government personnel” includes any former military officer or civilian employee of the federal government who has been separated from the government for less than three years.

2. In its proposal in response to this solicitation and during the pre-award and performance periods of the resulting contract, the offeror or contractor shall notify the contracting officer of the employment or prospective employment of any government personnel or former government personnel in connection with this procurement and shall identify such personnel.

3. The contractor confirms that any government personnel or former government personnel assigned to this contract are in compliance with 18 U.S.C. §§ 203, 205, 207, and 208 and 41 U.S.C. §§ 2101-2107. The contractor confirms that any government personnel or former government personnel assigned to this contract who separated from the Strategic Systems Programs (SSP) in the last three years have obtained a post-government-employment opinion letter signed by an SSP Ethics Counselor concerning employment on this procurement.

4. The purpose of this clause is to alert the government to situations involving government personnel or former government personnel or activities that may be a conflict of interest, an appearance of a conflict of interest, or a violation of law (including, but not limited to, 18 U.S.C. §§ 203, 205, 207, and 208 and 41 U.S.C. §§ 2101-2107), regulation, or government policy, and to confirm that no such conflict of interest or violation exists. If a question arises as to the existence of such a conflict, appearance of a conflict, or violation, the offeror or contractor has the burden of establishing that no such conflict, appearance of a conflict, or violation exists.

**SSP H-4 Expediting Contract Closeout (Jan 2006)** (Applicable for all purchase orders/subcontracts.)

The Government and the Contractor each waives entitlement to any residual dollar amount of $1,000 or less at the time of final contract closeout. "Residual dollar amount" means money owed to either party at the end of the contract and as a result of the contract, excluding liabilities relating to taxation or a violation of law or regulation. In determining a residual dollar amount, the Government and the Contractor may agree to consider offsets to the extent consistent with law and regulation.

**SSP H-6 Organizational Conflicts of Interest (Feb 2015)** (Applicable for all purchase orders/subcontracts.)

1. For purposes of this contract, "organizational conflict of interest" means the definition of that term in FAR Part 2.

2. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest. If the Contractor discovers an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.

3. The Contractor shall ensure that the requirements of this clause are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.

**SSP H-7 Contractor Personnel (Sep 2010)** (Applicable for all purchase orders/subcontracts.)

The following is hereby inserted in the statement of work of this contract:

Contractor personnel shall (a) identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel, and (b) identify themselves as contractor personnel in telephone conversations and in formal and informal written correspondence with Government personnel.

**SSP H-8 Competitive-Procurement Requirements (Aug 2000)**

The following applies if this contract resulted from a solicitation that requested competitive offers:

(a) The Contractor shall perform the contract in accordance with the proposal, as amended, which the Contractor submitted in response to the solicitation. Such proposal is hereby incorporated by reference in this contract. In resolving any inconsistency, such proposal shall be given precedence after "the specifications" in the order of precedence described in the "Order of Precedence -- Uniform Contract Format" clause.

(b) The award of this contract is based on the Contractor's proposal. If the Contractor's proposal included resumes of persons whom the Contractor proposed to assign to this contract, the Contractor shall assign such persons to the contract and shall not substitute others for such persons except as provided in this clause.

(c) The Contractor shall not make a substitution for any of such persons unless (1) the substitute has qualifications equal to or higher than the qualifications of the replaced person, and (2) the Contractor notifies the Contracting Officer of any proposed substitution at least 30 calendar days in advance of the substitution. Such notification shall include: (i) an explanation of the need for the substitution, (ii) a complete resume of the proposed substitute, and (iii) any other information requested by the Contracting Officer for use in determining the substitute's qualifications.

(d) This contract shall not be subcontracted or performed by anyone other than the Contractor or its employees without the prior written consent of the Contracting Officer.

**SSP H-9 Increase in Level of Effort (Jan 2008)** (Applicable for all level-of-effort purchase order/ subcontract.)

1. *Application.* This clause applies separately to each level-of-effort contract line item (if any). The contract line item to which this clause applies is referred to below as “the CLIN.” Paragraph 2 applies only if the CLIN is cost-plus-fixed-fee (CPFF). Paragraph 3 applies only if the CLIN is cost-plus-incentive-fee (CPIF). Paragraph 4 applies only if the CLIN is firm-fixed-price (FFP).

2. *CPFF CLIN.*

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the cost and fee amounts described below. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established CPFF contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the estimated cost and fixed fee of the CLIN shall be increased as follows:

IEC = (ILOE/LOE) x EC

IFF = (ILOE/LOE) x FF

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort prior to the increase.

EC = The estimated cost prior to the increase.

IFF = The increase in the fixed fee.

FF = The fixed fee prior to the increase.

(c) If the Government requires additional man-hours under a newly established CPFF contract line item, the estimated cost and fixed fee of such item shall be determined as follows:

NEC = (NLOE/CLOE) x CEC

NFF = (NLOE/CLOE) x CFF

NEC = The estimated cost of the newly established contract line item.

NLOE = The level of effort of the newly established contract line item.

CLOE = The level of effort of the CLIN.

CEC = The estimated cost of the CLIN.

NFF = The fixed fee of the newly established contract line item.

CFF = The fixed fee of the CLIN.

3. *CPIF CLIN.*

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the cost and fee amounts described below without increasing any performance or schedule incentive. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established CPIF contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the estimated cost, target cost, target fee, maximum billable fee, minimum fee, and maximum fee of the CLIN shall be increased as follows:

IEC = (ILOE/LOE) x EC

ITC = (ILOE/LOE) x TC

ITF = (ILOE/LOE) x TF

IMBF = (ILOE/LOE) x (MBF – EI)

IMF = (ILOE/LOE) x MF

IMXF = (ILOE/LOE) x MXF

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort prior to the increase.

EC = The estimated cost prior to the increase.

ITC = The increase in the target cost.

TC = The target cost prior to the increase

ITF = The increase in the target fee.

TF = The target fee prior to the increase.

IMBF = The increase in the maximum billable fee.

MBF = The maximum billable fee prior to the increase.

EI = The total of the performance and schedule incentives earned and lost under the CLIN.

IMF = The increase in the minimum fee.

MF = The minimum fee prior to the increase.

IMXF = The increase in the maximum fee.

MXF = The maximum fee prior to the increase.

(c) If the Government requires additional man-hours under a newly established CPIF contract line item, the share ratio of such item shall be the same as the share ratio of the CLIN, and the estimated cost, target cost, target fee, maximum billable fee, minimum fee, and maximum fee of such item shall be determined as follows:

NEC = (NLOE/CLOE) x CEC

NTC = (NLOE/CLOE) x CTC

NTF = (NLOE/CLOE) x CTF

NMBF = (NLOE/CLOE) x (CMBF – CEI)

NMF = (NLOE/CLOE) x CMF

NMXF = (NLOE/CLOE) x CMXF

NEC = The estimated cost of the newly established contract line item.

NLOE = The level of effort of the newly established contract line item.

CLOE = The level of effort of the CLIN.

CEC = The estimated cost of the CLIN.

NTC = The target cost of the newly established contract line item.

CTC = The target cost of the CLIN

NTF = The target fee of the newly established contract line item.

CTF = The target fee of the CLIN.

NMBF = The maximum billable fee of the newly established contract line item.

CMBF = The maximum billable fee of the CLIN.

CEI = The total of the performance and schedule incentives earned and lost under the CLIN.

NMF = The minimum fee of the newly established contract line item.

CMF = The minimum fee of the CLIN.

NMXF = The maximum fee of the newly established contract line item.

CMXF = The maximum fee of the CLIN.

4. *FFP CLIN*.

(a) In addition to any other option rights the Government has under this contract, the Government has the right within the contract period to require the Contractor to provide additional man-hours in the quantity and at the price described below. The additional man-hours shall not exceed thirty percent of the level of effort of the CLIN.

(b) The Government may require the provision of all or some of the additional man-hours as an increase in the level of effort of the CLIN. Alternatively or additionally, the Government may require the provision of all or some of the additional man-hours under a newly established FFP contract line item with a work statement that is either (1) the same as the work statement of the CLIN, or (2) the same as the work statement of the CLIN except reduced in scope. If the Government requires an increase in the level of effort of the CLIN, the firm-fixed price of the CLIN shall be increased as follows:

IFFP = (ILOE/LOE) x FFP

IFFP = The increase in the firm-fixed price

ILOE = The increase in the level of effort

LOE = The level of effort prior to the increase

FFP = The firm-fixed price prior to the increase

(c) If the Government requires additional man-hours under a newly established FFP contract line item, the firm-fixed price of such item shall be determined as follows:

NFFP = (NLOE/CLOE) x CFFP

NFFP = The firm-fixed price of the newly established contract line item

NLOE = The level of effort of the newly established contract line item

CLOE = The total level of effort of the CLIN

CFFP = The firm-fixed price of the CLIN

5. *Exercise*. The Contracting Officer may exercise the above option one or more times by written notice to the Contractor prior to the end of the affected contract period, provided, however, that each exercise must give the Contractor sufficient time to expend all of the man-hours for that period, including the additional man-hours, by the end of the affected period.

6. *Modification*. To the extent the option is exercised to increase the level of effort of the CLIN, the Contracting Officer shall unilaterally modify the contract to increase the cost and fee amounts or price of the CLIN and revise the "Level of Effort" clause and any other affected part of this contract in accordance with the above paragraphs. To the extent the option is exercised to require the provision of additional man-hours under a newly established contract line item, the Contracting Officer shall unilaterally modify the contract to establish the new contract line item and its cost and fee amounts or price and revise the “Level of Effort” clause and any other affected part of this contract in accordance with the above paragraphs.

**SSP H-10 Subcontracting Plan (May 2000)**

If the Contractor has submitted a subcontracting plan in connection with this procurement, the agreed upon subcontracting plan is hereby incorporated by reference in this contract. If a subcontracting plan is required for this contract, and the Contractor has an approved comprehensive subcontracting plan, the approved comprehensive subcontracting plan is hereby incorporated by reference in this contract. If this contract is a letter contract containing the "Small Business Subcontracting Plan" clause, the Contractor shall submit a subcontracting plan pursuant to such clause as soon as practicable after execution of the contract. The plan shall be submitted early enough to permit negotiation of the final plan within ninety days after execution of this letter contract or before definitization, whichever is earlier.

**SSP H-11 Wood Packaging Material (Oct 2013)** (Applicable for all purchase orders/subcontracts.)

1. Except as indicated in paragraph 2 below, the Contractor shall ensure that all wood packaging material (WPM) that is used under or in connection with this contract and any subcontract shall (a) be heat-treated and certified by an agency accredited by the American Lumber Standards Committee (ALSC) in accordance with the WPM requirements; and (b) otherwise comply with the WPM requirements. The Government has the right to reject and return at the Contractor’s expense deliveries that do not meet WPM requirements.

2. This clause does not apply to WPM to the extent it is exempt from provisions of the WPM requirements.

3. The following definitions apply:

(a) “wood packaging material” or “WPM” has the meaning used in the WPM requirements.

(b) “WPM requirements” means the current versions of all of the following:

(1) International Standards for Phytosanitary Measures (ISPM No. 15), Regulation of Wood Packaging Material in International Trade, Secretariat of the International Plant Protection Convention, Food and Agriculture Organization of the United Nations;

(2) American Lumber Standard Committee (ALSC) Wood Packaging Material Policy;

(3) ALSC Wood Packaging Material Enforcement Regulations;

(4) DoD 4140.65-M, “Issue, Use, and Disposal of Wood Packaging Material (WPM)”; and

(5) 7 C.F.R. 319.40-1 through 319.40-11.

**SSP H-12 Contractor's Employees and Representatives in the United Kingdom (U.K.) (Feb 2015)** (Applicable if Seller will be performing any work in the United Kingdom.)

1. If any work is performed in the U.K., the Contractor shall ensure that its employees and the employees of its subcontractors learn and comply with (a) the rules, regulations, and requirements of the place in the U.K. where the work is performed, and (b) the security regulations and requirements of the U.K. Ministry of Defence. If a Contractor or subcontractor employee is not qualified to perform the required work or is otherwise unsuitable, the Contracting Officer may direct that such employee be returned to the United States and replaced with a qualified and suitable employee.

2. The United States has an obligation to assure that the work under this contract for the benefit of the U.K is consistent with the terms of this contract and the Polaris Sales Agreement. Accordingly, Contractor representatives in the U.K. shall abide by the requirements of SSPINST 5450.8, as amended. If an amendment to SSPINST 5450.8 causes an increase or decrease in the cost of performing this contract, an equitable adjustment shall be made in accordance with the procedures of the "Changes" clause. Such equitable adjustment shall include an adjustment in fee or profit only at the discretion of the Contracting Officer.

**SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) (Jul 2016)** (Applicable if this purchase order/ subcontract involves the export of defense services as defined in the ITAR.)

This clause applies to the extent this contract involves the export of defense services as defined by 22 CFR 120.9, to the Government of the United Kingdom and/or United Kingdom contractors participating in the Trident II D5 program pursuant to the PSA. In accordance with the letter of R.S. Kovac, Managing Director, Bureau of Political-Military Affairs, Office of Defense Trade Controls, United States Department of State, dated August 19, 2008, citing the authority at 22 CFR 125.4(b)(11) for the export of technical data and 22 CFR 126.6(c)(7) (superseded by 22 CFR 126.6(c)(6), 79 FR 77885, Dec. 29, 2014) for the export of defense services, the information in this clause is provided for the purpose of complying with 22 CFR 126.6(c)(7)(i) for the export of defense services to the Government of the United Kingdom and United Kingdom contractors. Subcontracts that intend to utilize the ITAR exemption at 22 CFR 126.6(c)(6) must include the applicable information required by 22 CFR 126.6(c)(6)(i), as set forth below:

a. The scope of the defense service to be transferred: The scope is described in Section C of the contract.

b. The FMS case identifier: “UZ-P-BAR” - Polaris Sales Agreement of April 6, 1963 (TIAS 5313), as amended by the Trident Weapon System Agreement of October 19, 1982 (TIAS 10549).

c. The foreign recipients of the defense service: Government of the United Kingdom and United Kingdom contractors participating in the Trident II D5 program.

d. Other United States or foreign parties that may be involved and their roles/responsibilities: Potential recipients of defense services include the United States Navy (provider of program management and technical oversight) and contractors and subcontractors participating in the Trident II D5 program (providers of supplies or services).

e. Specified period of duration in which the defense service may be performed: The period is described in Section C, Section F, exhibits, and/or attachments of this contract.

**SSP H-14 Non-Disclosure Agreements (Sep 1999)** (Applicable for all purchase orders/subcontracts.)

The Trade Secrets Act, 18 U.S.C. § 1905, prohibits Government employees from making unauthorized disclosures of a contractor's or subcontractor's proprietary information. Government employees shall not be required to sign a non-disclosure agreement or any other document, or to furnish personal or biographical information or documents, as a condition to gaining access to a contractor's or subcontractor's data or other information needed to perform their official duties. The Contractor shall include, and ensure inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at all tiers.

**SSP H-15 Insurance (Jul 2003)** (Applicable if this purchase order/subcontract involves work on a Government installation.)

For purposes of the “Insurance -- Work on a Government Installation” clause, FAR 52.228-5, the kinds and minimum amounts of insurance required under this contract are those specified in FAR 28.307-2.

**SSP H-16 Earned Value Management System Requirements (Jul 2018)** (Applicable if DFARS 252.234-7002 applies to this purchase order/subcontract, as required.)

1. This clause applies only to contract line items to which the Earned Value Management System clause, Defense Federal Acquisition Regulation Supplement (DFARS) 252.234-7002, applies. The contract line items to which this clause applies are referred to below as “the CLINs.”

2. The following is hereby inserted into the statement of work of the CLINs:

(a) Contractor Integrated Performance Management. The Contractor shall establish, maintain, and use in the performance of this contract an integrated performance management system. Central to this integrated system shall be an Earned Value Management System (EVMS) in accordance with DFARS 252.234-7001, DFARS 252.234-7002, DFARS 252.242-7005, and the EVMS guidelines contained in Electronic Industries Alliance Standard 748, Earned Value Management Systems (EIA-748-C). To establish the integrated performance management system, the EVMS shall be linked to and supported by the Contractor’s management processes and systems to include the Integrated Master Plan (IMP), Integrated Master Schedule (IMS), Contract Work Breakdown Structure (CWBS), change management, material management, procurement, cost estimating, and accounting. The correlation and integration of these systems and processes shall provide for early indication of cost and schedule problems, and their relation to technical achievement. (IMPR CDRL DI-MGMT-81861A approved per Strategic Systems Programs Instruction (SSPINST) 7720.4)

(b) Integrated Baseline Review (IBR). The Contractor shall engage jointly with the Government’s program manager in IBRs to evaluate the executability of the contract’s planned performance measurement baseline. For any annual contract, the IBR shall be conducted no later than 90 days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. IBRs shall be conducted on subcontracts that meet or exceed the EVM application threshold by the prime contractor with active participation by the Government. (See DFARS 252.234-7002 and SSPINST 7720.4.)

(c) Integrated Master Plan (IMP). The IMP is a mandatory event-based plan depicting the overall structure of the program and the key processes, activities, and milestones. It defines accomplishments and criteria for each event. The Contractor shall manage the execution of the program using the IMP and the associated IMS as day-to-day execution tools and to periodically assess progress in meeting program requirements. The Contractor shall maintain and update the IMP through a sound technical management approach to meet the requirements of the program’s Systems Engineering Plan (SEP) to reflect progress, maturity, and changes in the ongoing program. The IMP can be created as a view within the IMS, or using a separate tool.

(d) Integrated Master Schedule (IMS)

(1) The Contractor shall develop and maintain an IMS per the requirements of DI-MGMT-81861A. The IMS shall be directly traceable to the IMP. The schedule shall contain the planned events and milestones, accomplishments, completion criteria, activities, and interdependencies from contract award to the completion of the contract. The Contractor shall quantify risk, at a minimum, in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS risk activity and event. (IPMR CDRL DI-MGMT-81861A approved per SSPINST 7720.4)

(2) No specific format or scheduling technique is prescribed. The IMS shall have the following characteristics:

(i) It shall be traceable to the IMP and the contract work breakdown structure.

(ii) It shall be detailed sufficiently that critical and high risk efforts are identified and planned as realistically to assure executability. The IMS shall be extended and expanded as the contract or agreement unfolds and additional insight is needed (for example, rolling wave detail planning or scope changes).

(iii) It shall include the efforts of all activities, including Contractor or supplier and subcontractor.

(iv) It shall present a current, integrated view of the contract or agreement that is consistent with resource plans, IMPRs, and other approved documentation.

(v) It shall reflect those risks identified and documented in the Contractor’s risk management plan.

(e) Use of IMP and IMS. The Government shall use the IMP and IMS to evaluate contract performance with respect to the credibility and realism of the Contractor’s approach to executing the effort within cost and schedule constraints. The Contractor shall report on program progress in accordance with the IMP at each program management review, at selected technical reviews, and at other times at the Government’s request.

(f) Contract Work Breakdown Structure (CWBS). The Contractor shall maintain the CWBS and dictionary in accordance with DI-MGMT-81334D using MIL-STD-881C per the CDRL. The CWBS shall provide the basis for further extension by the Contractor to lower levels during the performance of the contract. The Contractor shall extend the CWBS to the appropriate level required to provide adequate internal management, surveillance, and performance measurement, regardless of the reporting level stipulated in the contract for Government visibility. The Contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule and technical performance status to the Government. The Contractor shall analyze the system requirements generated and translate them into a structure representing the products and services that comprise the entire work effort commensurate with the acquisition phase and contract requirements. The Contractor's team or organizational entity responsible for the systems engineering of the system shall prepare the technical elements of the extended CWBS. The Contractor shall update the CWBS during the execution of the contract. More detailed reporting of the CWBS shall be required for those lower-level elements that address high-risk, high-value, or high-technical-interest areas of a program. Changes to the CWBS or associated definitions at any reporting level shall require approval by the Contracting Officer via the cognizant Technical Branch and the WBS Steering Group. Changes to the existing WBS structures shall not be requested without documented technical or programmatic rationale.

Applicable Documents Title and Tailored Application

MlL-STD-881C Work Breakdown Structure for Defense Material Items

DI-MGMT-81334D Contract Work Breakdown Structure

(g) Performance Management System. The Contractor shall utilize its existing, internal performance management system to plan, schedule, budget, monitor, manage, and report cost, schedule, and technical status applicable to the contract. The Contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the Contractor's internal management requirements and the requirements of the Government for timely, reliable, and auditable performance information. The Contractor's system shall satisfy the Industry Standards delineated in the EIA-748, the EVM General Provisions of the contract and this Statement of Work (SOW). The Contractor shall not establish a separate or unique internal performance management system for purposes of planning, scheduling, directing, statusing, recording, or reporting progress under this contract. The Contractor’s system shall meet the guidelines and be maintained in accordance with the requirements of the EVMS Standard as described in this contract, under DFARS clause 252.234-7002, and the Contractor’s own documented EVMS Description.

(h) Application to Subcontractors. Per SSPINST 7720.4, the Contractor shall flow-down EVM requirements to subcontractors either meeting the applicable thresholds, performing critical tasks, or both. The performance information reported by the subcontractors shall be incorporated and integrated into the Contractor's management systems. The Contractor shall be responsible for reviewing and assuring the validity of all subcontractor reporting.

Applicable Documents Title and Tailored Application

DFARS 252.234-7002 Earned Value Management Systems – All

SSPINST 7720.4 Earned Value Management Systems and Schedule Requirements for Contracts

(i) Electronic Transmission of Data. The Contractor shall format the deliverable data for electronic data interchange (EDI) as documented in the Integrated Program Management Reporting CDRL data item.

(j) SSPINST 7720.4. Performance under this contract shall be in accordance with the latest version of SSPINST 7720.4, which is hereby incorporated by reference in this SOW, to the extent consistent with law and regulation.

**SSP H-17 Strategic Weapons Systems Network (SWSNET) Requirements (Aug 2012)** (Applicable if this purchase order/subcontract involves connecting with SWSNET.)

If the Contractor connects with SWSNET, the Contractor shall comply with the latest version of Strategic Systems Programs (SSP) Instruction (SSPINST) 5239.10, “Strategic Weapons Systems Network (SWSNET) Connection Policy for Fleet Ballistic Missile (FBM) Partners,” and with the SWSNET information assurance (IA) connection and operating requirements in the latest version of SSP Operations Document (OD) 68392.

**SSP H-18 Technical Instructions (Jan 2017)**

To the extent this contract is a level-of-effort contract, the following applies:

(a) The Contractor's performance is subject to the technical instructions of SSP. A technical instruction shall be signed by SP-10, SP-20, SP-30, SP-200, or SP-201. A technical instruction must be within the general scope of the contract work. None of the persons identified by the above SP codes has the authority to and shall not issue any instruction that (1) constitutes an assignment of additional work under the contract, (2) constitutes a "change" under the "Changes" clause, (3) in any manner causes an increase or decrease in the contract price, estimated cost, fee, or time required for contract performance, or (4) modifies any of the terms, conditions, or specifications of the contract.

(b) If the Contractor believes a purported technical instruction is within one of the prohibited categories described in paragraph (a) above, the Contractor shall not proceed with the work affected by the purported technical instruction, but shall notify the Contracting Officer in writing within ten working days after receipt of the instruction. The Contracting Officer shall advise the Contractor in writing within ten working days of receipt of such notice that (1) the instruction is a valid technical instruction, or (2) the instruction is rescinded. If the Contracting Officer advises that the instruction is a valid technical instruction, the Contractor shall immediately comply with the instruction and proceed with the affected work. If the Contracting Officer has not responded to the Contractor within ten working days, the purported technical instruction shall be considered rescinded. A failure of the parties to agree upon the nature of the instruction shall be considered a dispute subject to the "Disputes" clause. Nothing in this clause shall be construed to excuse the Contractor from performing the contract work that is not affected by the purported technical instruction.

(c) For purposes of this clause, "technical instruction" means (1) a direction to the Contractor which redirects the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual statement of work, or (2) a guideline to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.

**SSP H-21 Acquisition Requirements (Mar 2010)** (Applicable for all purchase orders/subcontracts.)

1. If, at the time of contract award, the law, Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS requires the inclusion of a provision, a clause, or other language in this contract, but such provision, clause, or language has not been included, the government may unilaterally modify the contract at any time to include such provision, clause, or language.

2. If, at the time of contract award, a provision, a clause, or other language in this contract is inconsistent with the law, FAR, DFARS, NMCARS, any other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS, the government may unilaterally modify the contract at any time to exclude such provision, clause, or language.

**SSP H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information (Sep 2008)** (Applicable for all purchase orders/subcontracts.)

1. For purposes of this contract, “Planning, Programming, Budgeting, and Execution information” or “PPBE information” means any information that sets forth defense strategy or proposed plans, programs, or budgets of the Department of Defense, its components, or other government agencies. PPBE information includes, but is not limited to:

(a) Planning Documents and Data Sources

(1) Defense Strategy

(2) Strategic Planning Guidance

(b) Programming Documents and Data Sources

(1) Joint Programming Guidance

(2) Fiscal Guidance (when separate from Strategic Planning or Joint Programming Guidance)

(3) Program/Budget displays generated through the Program Data Requirements process

(4) Program Objective Memorandum/Budget Estimate Submission Future Years Defense Plan (POM/BES FYDP) documents and associated Office of the Director, Program Analysis & Evaluation (OD, PA&E) data systems such as the Defense Programming Database Data Warehouse

(5) Program Review Proposals and associated documents, including:

(i) Issue Outlines

(ii) Program Change Proposals

(iii) Issue Papers/Briefings

(iv) Issue Summaries

(6) Proposed Military Department Program Reductions (or Program Offsets)

(7) Tentative Issue Decision Memoranda

(8) Program Decision Memoranda

(9) Cost Analysis Improvement Group Independent Cost Estimates

(c) Budgeting Documents and Data Sources

(1) Component budget submissions, including:

(i) Budget Change Proposals

(ii) Budget Estimate Submissions

(iii) Justification material in support of a component’s submission

(2) PPBE decision documents, including:

(i) Program Budget Decisions

(ii) Management Initiative Decisions

(3) Reports or the results of queries from the Comptroller Information System or the Procurement, RDT&E and Construction Program systems

(4) Classified P-1, R-1, Procurement Programs, and RDT&E Programs documents

(5) DD 1414, “Base for Reprogramming Action”

(6) DD 1416, “Report of Programs”

2. The Contractor shall not disclose PPBE information obtained in connection with this contract to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) without written authorization from the Contracting Officer.

3. The Contractor shall promptly notify the Contracting Officer of (a) any unauthorized disclosure of PPBE, or (b) any attempt by any person or entity (including, but not limited to, any subcontractor or employee of the Contractor) to gain unauthorized access to PPBE. Such notification shall identify each person or entity making or receiving the disclosure or each person or entity making the attempt.

4. The Contractor shall ensure that each Contractor employee and each subcontractor employee, who is to have access to PPBE information in connection with this contract, executes a nondisclosure certificate (NC) in the form described in paragraph 6 below. The Contractor shall provide each executed NC to the Contracting Officer. No person shall have access to PPBE information unless his or her executed NC is provided to the Contracting Officer.

5. The Contractor shall ensure that the provisions of this clause flow down to each subcontract under this contract.

6. Nondisclosure Certificate: see the following page.

Attn: PPBE Administrator

**PPBE INFORMATION ACCESS**

**NONDISCLOSURE CERTIFICATE**

*Print and read this document, fill it out completely, sign it, and return it to your designated PPBE Administrator. This certificate shall be completed for every contract renewal.*

I shall not disclose Planning, Programming, Budgeting, and Execution (PPBE) information (as defined in the below-referenced contract), which is obtained in connection with the below-referenced contract, to any person or entity (including, but not limited to, any subcontractor or employee of the Contractor), without written authorization from the Contracting Officer.

**User Information**:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Expiration Date (MM/DD/YYYY): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DoD Sponsor Information**: *(The DoD Sponsor should be either the Contracting Officer’s Representative (COR) for the contract or a government manager with oversight of the contractor’s work that involves PPBE.)*

POC Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POC Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POC Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ POC Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant’s Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section I Clauses – Contract Clauses:**

**FAR 52.230-2, Cost Accounting Standards (DEVIATION) (May 2018)** (The version of the clause in DoD Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall—

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor’s cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor’s cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor’s signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor’s established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor’s award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor’s signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of $2 million, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices - Foreign Concerns (DEVIATION) (May 2018)** (The version of the clause in DoD Class Deviation [2018-O0015](https://www.acq.osd.mil/dpap/policy/policyvault/USA001197-18-DPAP.pdf) applies in lieu of the standard FAR version of the clause.)

(a) The Contractor, in connection with this contract, shall—

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; and 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract, as indicated in 48 CFR 9904.

(2) (Cost Accounting Standard (CAS)-covered Contracts Only). If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 48 CFR 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the U.S. Government.

(3) (i) Follow consistently the Contractor’s cost accounting practices. A change to such practices may be proposed, however, by either the U.S. Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c) that the change is desirable and not detrimental to the interests of the U.S. Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the U.S. Government.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the U.S. Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that—

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of $2 million.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

# FAR Clauses

**52.203-7, Anti-Kickback Procedures (May 2014)**

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this purchase order/subcontract.)

**52.213-4, Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (Aug 2018)** (Applicable in simplified acquisitions exceeding the micro-purchase threshold that are for other than commercial items.)

**52.215-2, Audit and Records -- Negotiation (Oct 2010) and Alternate II (Aug 2016)** (Alternate II also applies in cost reimbursement purchase orders/subcontracts if Seller is an educational institution, state or local government or non-profit institution.)

**52.216-7, Allowable Cost and Payment (Aug 2018)**

**52.216-16, Incentive Price Revision – Firm Target (Oct 1997)** (Applicable if this purchase order/subcontract is a fixed price incentive contract. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the purchase order/subcontract.)

**52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018) and Alternate III (Jan 2017)** (The version of the clause in DoD Class Deviation 2018-O0018 applies in lieu of the standard FAR version of the clause. Alternate III also applies.)

**52.222-4, Contract Work Hours and Safety Standards -- Overtime Compensation (May 2018)**

**52.222-6, Construction Wage Rate Requirements (Aug 2018)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-7, Withholding of Funds (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States. "Contracting Officer" means "Lockheed Martin.")

**52.222-8, Payrolls and Basic Records (Aug 2018)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-9, Apprentices and Trainees (Jul 2005)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-10, Compliance with Copeland Act Requirements (Feb 1988)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-11, Subcontracts (Labor Standards) (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for construction within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

**52.222-12, Contract Termination -- Debarment (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-13, Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-14, Disputes Concerning Labor Standards (Feb 1988)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-15, Certification of Eligibility (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

**52.222-16, Approval of Wage Rates (May 2014)** (Applicable if Seller will be performing construction work. "Government" means "Lockheed Martin.")

**52.222-17, Nondisplacement of Qualified Workers (May 2014)** (Applicable for all purchase orders/ subcontracts for services in excess of $150,000.)

**52.222-27, Affirmative Action Compliance Requirements for Construction (Apr 2015)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that exceed $10,000 and involve construction work.)

**52.222-30, Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) (Aug 2018)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, is subject to the Construction Wage Rate Requirements statute and contains provision for Option(s) to extend the term of the purchase order/subcontract. "Contracting Officer" means "Lockheed Martin.")

**52.223-13, Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)** (Applicable if Seller will be delivering imaging equipment (copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, and scanners), acquired by Seller for use in performing services at a Federally controlled facility; furnished under the prime contract for use by the Government.)

**52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014)** (Applicable if Seller will be delivering televisions, acquired by Seller for use in performing services at a Federally controlled facility; furnished under the prime contract for use by the Government.)

**52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007)** (Applicable if Seller will be providing energy consuming products which will be delivered to the Government, or the energy consuming products are acquired by Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

**52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)** (Applicable if Seller will be delivering personal computers products to the Government, acquired by Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government.)

**52.224-1, Privacy Act Notification (Apr 1984)** (Applicable if Seller will be required to design, develop, or operate a system of records on individuals required to accomplish an agency function.)

**52.224-2, Privacy Act (Apr 1984)** (Applicable if Seller will be required to design, develop, or operate such a system of records.)

**52.225-9, Buy American Statute -- Construction Materials (May 2014)** (Applicable if the Work contains other than domestic components as defined by this clause. Insert “none” in the blank in paragraph (b)(2).)

**52.225-11, Buy American -- Construction Materials Under Trade Agreements (Oct 2016) and Alternate I (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction within the United States valued at $7,804,000 or more, but less than $9,110,318. Insert “none” in the blank in paragraph (b)(3).)

**52.227-1, Authorization and Consent (Dec 2007) and Alternate I (Apr 1984)** (Alternate I also applies.)

**52.227-4, Patent Indemnity -- Construction Contracts (Dec 2007)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction or is a fixed-price purchase order/subcontract and the scope of work includes dismantling, demolition, or removal of improvements.)

**52.228-3, Workers Compensation Insurance (Defense Base Act) (Jul 2014)** (Applicable if the Defense Base Act (42 U.S.C. 1651, et seq.) applies to this purchase order/subcontract.)

**52.229-8, Taxes – Foreign Cost Reimbursement Contracts (Mar 1990)** (Applicable if this is a cost reimbursement purchase order/subcontract where the work will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin."  The blanks in paragraph (a) are completed with "the foreign country in which this purchase order/subcontract is performed.")

**52.232-5, Payments under Fixed-Price Construction Contracts (May 2014)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction when a fixed-price contract is contemplated.)

**52.232-16, Progress Payments (Apr 2012)** (Applicable where progress payments will be paid to Seller. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

**52.232-17, Interest (May 2014)** (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. “Government” means “Lockheed Martin.”)

**52.232-27, Prompt Payment for Construction Contracts (Jan 2017)** (Applicable for all purchase orders/ subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin.")

**52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where software or services will be retransferred to the Government.)

**52.236-2, Differing Site Conditions (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Contracting Officer" means "Lockheed Martin.")

**52.236-3, Site Investigation and Conditions Affecting the Work (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Government" means "Lockheed Martin.")

**52.236-4, Physical Data (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Government" means "Lockheed Martin.")

**52.236-5, Material and Workmanship (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

**52.236-7, Permits and Responsibilities (Nov 1991)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where sellers will be required to obtain permits for construction work. "Government" means "Lockheed Martin.")

**52.236-8, Other Contracts (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Government" and "Contracting Officer" means "Lockheed Martin.")

**52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Contracting Officer" means "Lockheed Martin.")

**52.236-10, Operations and Storage Areas (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction work. "Contracting Officer" means "Lockheed Martin.")

**52.236-12, Cleaning Up (Apr 1984)** (Applicable for all purchase orders/subcontracts where the scope of work is for fixed-price construction or fixed-price dismantling, demolition, or removal of improvements and exceeds the simplified acquisition threshold.)

**52.236-13, Accident Prevention (Nov 1991)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government.")

**52.236-14, Availability and Use of Utility Services (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Government" and "Contracting Officer" mean "Lockheed Martin.")

**52.236-15, Schedules for Construction Contracts (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Government" and "Contracting Officer" mean "Lockheed Martin.")

**52.236-17, Layout of Work (Apr 1984)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction.)

**52.236-19, Organization and Direction of the Work (Apr 1984)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

**52.236-21, Specifications and Drawings for Construction (Feb 1997)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means Lockheed Martin” except in the first sentence of paragraph (a) where it means "Lockheed Martin and the Contracting Officer." "Government" means “Lockheed Martin and the Government.”)

**52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, involves services that involve business operations conducted in U.S. coins and currency, including vending machines, on any premises owned by the United States or under the control of any agency or instrumentality of the United States.)

**52.239-1, Privacy or Security Safeguards (Aug 1996)** (Applicable if this purchase order/subcontract is for information technology, and/or for the design development, or operation of a system of records using commercial information technology services or support services.)

**52.242-14, Suspension of Work (Apr 1984)** (Applicable for all purchase orders/subcontracts where the scope of work includes construction work.)

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate II (Apr 1984)**

**52.243-1, Changes – Fixed Price (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will apply if this purchase order/subcontract is for research and development.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate II (Apr 1984)** (Alternate II will apply if this purchase order/subcontract is for services and supplies.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate III (Apr 1984)** (Alternate III will apply if this purchase order/subcontract is for construction.)

**52.243-2, Changes – Cost Reimbursement (Aug 1987) and Alternate V (Apr 1984)** (Alternate V will apply if this purchase order/subcontract is for research and development.)

**52.243-4, Changes (Jun 2007)** (Applicable for all purchase orders/subcontracts where the scope of work includes demolition or construction work. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (5) "Delivery schedule.")

**52.243-5, Changes and Changed Conditions (Apr 1984)** (Applicable for all purchase orders/subcontracts where the scope of work includes construction work. "Contracting Officer" means "Lockheed Martin." The reference to the Disputes clause in paragraph (e) is deleted.)

**52.244-6, Subcontracts for Commercial Items (Aug 2018)**

**52.245-9, Use and Charges (Apr 2012)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through Lockheed Martin.)

**52.246-2, Inspection of Supplies—Fixed Price (Aug 1996) and Alternate I (Jul 1985)** (Alternate I will also apply if a fixed-price incentive purchase order/subcontract is contemplated.)

**52.246-8, Inspection of Research and Development – Cost Reimbursement (May 2001)** (Applicable if Seller has a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)

**52.246-9, Inspection of Research and Development (Short Form) (Apr 1984)** (Applicable if Seller does not have a cost reimbursable purchase order/subcontract and will be performing research and development work. "Government" means "Lockheed Martin and the Government.")

**52.246-12, Inspection of Construction (Aug 1996)** (Applicable for all purchase orders/subcontracts where the scope of work is for fixed-price construction and exceeds the simplified acquisition threshold. “Government" means "Lockheed Martin and the Government" except in paragraphs (f), (g), and (i) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

**52.246-15, Certificate of Conformance (Apr 1984)** (Applicable if Seller will be making direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

**52.247-68, Report of Shipment (REPSHIP) (Feb 2006)** (Applicable if Seller will be shipping supplies directly to the Government.)

**52.248-3, Value Engineering -- Construction (Oct 2015)** (Applicable for all purchase orders/subcontracts in excess of $70,000 for construction. "Government" means "Lockheed Martin or the Government” except in paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer.”)

**52.249-1, Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)** (Applicable if this purchase order/subcontract is fixed-price and does not exceed the simplified acquisition threshold. "Contracting Officer" and "Government" mean "Lockheed Martin.")

**52.249-2, Termination for the Convenience of the Government (Fixed Price) (Apr 2012) and Alternate I (Sep 1996)** (Alternate I will apply if this purchase order/subcontract is for construction.)

**52.249-6, Termination (Cost-Reimbursement) (May 2004) and Alternate I (Sep 1996)** (Alternate I will apply if this purchase order/subcontract is for construction.)

**52.249-9, Default (Fixed-Price Research and Development) (Apr 1984)** (Applicable if Seller has a fixed price purchase order/subcontract for research and development. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.)

**52.249-10, Default (Fixed-Price Construction) (Apr 1984)** (Applicable if Seller has a fixed-price purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. Government" and "Contracting Officer" mean "Lockheed Martin." Timely performance is a material element of this purchase order/subcontract.)

# DFARS Clauses

**252.204-7000, Disclosure of Information (Oct 2016)** (Applicable for all purchase orders/subcontracts. In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days.")

**252.204-7010, Requirement For Contractor To Notify DoD If The Contractor’s Activities Are Subject To Reporting Under The U.S.-International Atomic Energy Agency Additional Protocol (Jan 2009)** (Applicable for all purchase orders/subcontracts that are subject to the provisions of the U.S.-International Atomic Energy Agency Additional Protocol.)

**252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that involve litigation support services.)

**252.208-7000, Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991)** (Applicable for all purchase orders/subcontracts that involve precious metals.)

**252.209-7009, Organizational Conflict of Interest--Major Defense Acquisition Program (Oct 2015)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for systems engineering and technical assistance for a major defense acquisition program or a pre-major defense acquisition program that equals or exceeds both the certified cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or $55 million.)

**252.211-7005, Substitutions for Military or Federal Specifications and Standards (Nov 2005)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where subcontractor Single Process Initiative block changes have been approved for use and exceed the micro-purchase threshold, when procuring previously developed items.)

**252.211-7006, Passive Radio Frequency Identification (Mar 2018)** (Applicable if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.)

**252.211-7007, Reporting of Government-Furnished Property (Aug 2012)** (Applicable if Seller will be in possession of Government property for the performance of this purchase order/subcontract.)

**252.211-7008, Use of Government-Assigned Serial Numbers (Sep 2010)** (Applicable for purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, where the seller will be in the possession of Government property for the performance of the purchase order/subcontract. If Lockheed Martin will assume responsibility for marking the property, the clause may be excluded from the purchase order/subcontract.)

**252.217-7026, Identification of Sources of Supply (Nov 1995)** (Applicable if Seller will be furnishing items acquired by lower tier subcontractors without added value. Items which are included as components of end items delivered by Seller to Lockheed Martin do not need to be identified.)

**252.219-7003, Small Business Subcontracting Plan (DoD Contracts)--Basic** **(DEVIATION) (Dec 2017) and Alternate I (DEVIATION) (Dec 2017)** (The version of the clause in DoD Class Deviation 2018-O0007 applies in lieu of the standard DFARS version of the clause. Alternate I also applies if FAR 52.219-9 Alternate III (Jan 2017) is applicable to this purchase order/subcontract.)

**252.219-7004, Small Business Subcontracting Plan (Test Program) (Apr 2018)** (Applicable if Seller participates in the DoD test program described in DFARS 219.702-70.)

**252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (Jun 2005)** (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, requires the delivery of hand or measuring tools.)

**252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items,. 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.)

**252.225-7028, Exclusionary Policies and Practices of Foreign Governments (Apr 2003)** (Applicable for all purchase orders/subcontracts.)

**252.225-7030, Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Dec 2006)** (Applicable for all purchase orders/subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.)

**252.225-7036, Buy American – Free Trade Agreement – Balance of Payments Program--Basic (Dec 2017) and Alternate I (Dec 2017)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for supplies.)

**252.227-7013, Rights in Technical Data--Noncommercial Items (Feb 2014) and Alternate II (Mar 2011)** (Alternate II will apply if this purchase order/subcontract is for the development or delivery of a vessel design or any useful article embodying a vessel design.)

**252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)** (Applicable to solicitations for purchase orders/subcontracts where DFARS 252.227–7013 applies. "Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer."  In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

**252.229-7006, Value Added Tax Exclusion (United Kingdom) (Dec 2011)** (Applicable if Seller is a United Kingdom company. "This contract" means "the prime contract.")

**252.234-7002, Earned Value Management System (DEVIATION) (Sep 2015)** (The version of the clause in DoD Class Deviation 2015-O0015 applies in lieu of the standard DFARS version of the clause. Applicable if Seller is listed in paragraph (k) of this clause in the prime contract. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

**252.235-7011, Final Scientific or Technical Report (Jan 2015)** (Applicable for all purchase orders/subcontracts for research and development.)

# 252.236-7000, Modification Proposals-Price Breakdown (Dec 1991) (Applicable for all construction purchase orders/subcontracts.)

**252.236-7013, Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013)** (Applicable for all purchase orders/subcontracts that involve the acquisition of steel as a construction material.)

**252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that may require Seller personnel to interact with detainees in the course of their duties.)

**252.239-7000, Protection Against Compromising Emanations (Jun 2004)** (Applicable if classified work is required. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

**252.239-7001, Information Assurance Contractor Training and Certification (Jan 2008)** (Applicable if Seller will be accessing DoD Information Systems.)

**252.239-7010, Cloud Computing Services (Oct 2016)** (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that involve or may involve cloud services, including subcontracts for commercial items.)

**252.239-7016, Telecommunications Security Equipment Devices, Techniques, and Services (Dec 1991)** (Applicable if this purchase order/subcontract requires securing telecommunications.)

**252.243-7002, Requests for Equitable Adjustment (Dec 2012)** (Applicable for all purchase orders/subcontracts over $150,000. “Government” means “Lockheed Martin.”)

**252.245-7001, Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)** (Applicable for purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the items furnished by Seller will be subject to serialized tracking.)

**252.245-7004, Reporting, Reutilization, and Disposal (Dec 2017)** (Applicable for all purchase orders/ subcontracts, including purchase orders/subcontracts for commercial items, containing the clause at 52.245-1, Government Property. "Contracting Officer" means “Lockheed Martin.”)

**252.246-7000, Material Inspection and Receiving Report (Mar 2008)** (Applicable if direct shipments will be made to the Government.)

**252.246-7008, Sources of Electronic Parts (May 2018)**

**NMCARS Clause**

**5252.223-9000, DoN Additional Safety Requirements Applicable to Specified Government Furnished Ammunition and Explosives (Oct 1997)** (Applicable if Seller is required to store ammunition and/or explosives in support of this purchase order/subcontract.)