

Document No. FBM 132, Rev. 1

**Flow-Downs for N00030-24-C-0100, Fleet Ballistic Missiles (FBM)
FY25 TRIDENT II (D5) Production and Deployed Systems Support (P&DSS)**

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.

Reports of Loss, Compromise, or Suspected Compromise: Any loss, compromise or suspected compromise of Controlled Unclassified Information (CUI), classified information, foreign or domestic, shall be reported within 24 hours to Lockheed Martin Procurement Representative.

All documents generated under this contract which contain CUI materials shall be marked in accordance with DoDI 5200.48 marking requirements.

It is anticipated that one or more of the following categories of CUI will be applicable to Lockheed Martin’s prime contract and may also be applicable to this purchase order/subcontract.

Export Controlled	EXPT
DoD Critical Infrastructure Security Information	DCRIT
Unclassified Controlled Nuclear Information	UCNI
Controlled Technical Information	CTI (if EXPT, only use EXPT)
General Procurement and Acquisition	PROCURE
Small Business Research and Technology	SBIZ
Proprietary Business Information	PROPIN
General Privacy	PRVCY
International Agreement Information	INTL
Operations Security	OPSEC

For definitions of the above CUI categories, please refer to <https://www.archives.gov/CUI>, DoDI 5200.48, and the 2019 DCRIT Determination from the USN Chief Management Officer.

1. Documents created containing SSP CUI will include “Controlled by: Department of Navy” and “Controlled by: DIRSSP”. Dissemination Controls shall be utilized based on need-to-know. Primary options are “FEDCON” for SSP, prime and subcontractors, and affiliated partners; and “DL” to delineate specific members and organizations within the federal government and contracted partners; For CUI

material containing technical information requiring Distribution Statements instead of Dissemination Control, Primary options are Distribution D for sharing within the Department of Defense and Distribution C if material needs to be shared with the Federal Government outside the DOD such as Department of Energy or US Space Force. Refer to contracts for additional Distribution guidance regarding SDRLs and non-SDRL deliverables.

In addition to the above required markings, the government recommends use of supplemental administrative markings: Draft, Pre-decisional, and Deliberative. These markings should be used to indicate the non-final status of documents under development to avoid confusion and maintain the integrity of the government and contractor's decision-making process. These markings are useful for determinations on information subject to the Freedom of Information Act (FOIA). If these administrative markings are utilized, they must not be incorporated into the CUI banners or duplicate any marking in the CUI Registry.

Any loss, compromise, or suspected compromise of CUI, foreign or domestic, shall be reported to the identified Lockheed Martin Subcontract Administrator for distribution to LM Subcontract Sr Management and LM Facility Security Officer (FSO).

Supplier may continue to utilize administrative markings, such as Proprietary Information, Export Controlled Information, Third Party Proprietary Information (TPPI), as well as required DFARS data rights legends. Such markings shall be added under the CUI header and/or footer, and not on the same line as CUI. Documents with these administrative/DFARS markings may also include the CUI Registry acronym in the Designation Indicator block. In the event a document containing subcontractor proprietary information also contains CUI, supplier agrees to add the "PROPIN" marking in the Designation Indicator block, in addition to the administrative and DFARS legends referenced herein.

Supplier's IT systems containing SSP CUI shall implement CUI protection requirements identified in DoDI 5200.48. Until the IT systems are updated to include CUI markings, when artifacts are produced from Supplier IT systems, they shall include a CUI Cover Sheet with Designation Indicator Information per ISOO training "Controlled Unclassified Information - Introduction to Marking." For the avoidance of doubt, Supplier shall not be required to update its IT systems unless and until Supplier has determined that such updates are necessary.

Full Text Clauses

Section C Clauses – Special Contract Requirements:

C1 Special Definitions

- a. A3. Where A3 is specified it shall mean total Polaris program (A1, A2, or A3).
- b. Approval. The signature of an authorized Government Representative signifies acceptance of the documents/data by the Government. Upon acceptance, the documents/data become part of the

Governments formal change control system and changes to the documents/data cannot thereafter be accomplished without Approval. After Approval, the documents/data are to be under the change control of the Government. Prior to Approval, the documents/data are said to be under Contractor change control. Approval of a document by the Government does not relieve the Contractor of its responsibility for the accuracy of the documents/data under the clause of this contract entitled Inspection of Supplies and Correction of Defects. In addition to documents/data submitted for Approval in accordance with contract requirements, Approval shall be considered to exist for all documents/data previously submitted for Authentication.

c. Authentication. The signature of an authorized Government Representative that signifies that the documents/data have been submitted by the Contractor for the purpose of placing the documents/data under the Governments formal change control system. The Contractor, however, retains change control authority but must make certain that changes to the documents/data are made known to the Government and the documents/data are resubmitted to the Government for Authentication. Documents/data submitted for Authentication are certified by the Contractor to be complete and accurate and both the format and the information contained therein conform to all applicable contractual requirements. The grounds for rejection of documents/data shall be a determination that they do not meet contractual requirements, are inaccurate, or not required. Content and format are defined by the applicable data description form contained in the Data Item Description Manual (OD 30314).

d. Authority to Proceed

1. The Contractor shall proceed with the development program in accordance with the data as submitted if:

- i. The document presented for signature is signed by an authorized Government representative; or,
- ii. The document presented for signature has not been signed by an authorized Government representative and;
- iii. For documents submitted for Approval, ninety (90) calendar days have passed since recorded receipt of the document by the Government; or, for documents submitted for Authentication, twenty (20) calendar days have passed since recorded receipt of the document by the Government.

2. Notwithstanding the passage of ninety (90) days for Approval [twenty (20) days for Authentication] as addressed in paragraph iii above, the Government shall retain the right to disapprove any such documents in accordance with the terms and conditions of the contract.

3. Should the Government reject a document within ninety (90) days for Approval [twenty (20) days for Authentication] from its presentation for signature and the document is thereafter resubmitted for approval or authentication by the Contractor, then the Government must reject or approve that document within an additional ninety (90) day period for Approval [twenty (20) days for Authentication]. If rejected, the Government has the right to and may unilaterally change the document and approve or authenticate it in accordance with the terms and conditions of the contract.

- e. Certified Tooling. Special tooling and special test equipment which has been determined by a Government inspector to be suitable to verify Ordnance Classification of Defects (OCD) or Classification of Characteristics attributed requirements.
- f. Critical Supplier. For purposes of Special Contract Requirement C-64 only, the term Critical Suppliers shall be defined as a supplier of any tier that DFARS Clause 252.204-7012 applies to.
- g. Configuration Item Identifier Segment (CII Segment). The CII number is the permanent identifier assigned for the purpose of establishing an unchanging base from which to serially identify a family of missile hardware items and which is insensitive to part number change. CII numbers, consisting of a maximum of seven digits, are assigned to items that are design, reliability, or logistics critical. For SE use, the CII number and Model number are synonymous.
- h. First Destination Property: New production item being shipped for the first time to its first destination of use. First Destination Property also includes items shipped to a storage site en route to its first destination (i.e., items purchased in SVL for other facilities).
- i. GOE Repair. Repair of C4 Missile/Reentry System or SE and D5 SE or RB discrepancies documented on a TFR/TFIRR/UR subsequent to DD250.
- j. Instrumentation. Flight termination system hardware, telemetry system hardware, tracking system hardware, and radio frequency (RF) hardware required to convert a tactical missile to a test missile configuration.
- k. D5 Life Extension (LE) Electronic SPALT. The SPALT is a collection of missile hardware alterations, software alterations for support equipment, and an associated guidance alteration (not part of this contract). The associated guidance alteration affects the flight test program and system integration testing, which is not part of this contract. Specifically, LM is responsible for D5 Flight Controls Electronics Assembly (FCEA) and Interlocks (INTLK) Formal SPALT Proposal, P70339, Rev. A; D5 Command Sequencer (CMD SEQ) Formal SPALT Proposal, P70340, Rev. A; D5 MTRE Mk11 Mod 0 Software, Computer Software SPALT Proposal, P70342, Rev. A; D5 System Acceptance Checkout Equipment (SACE) LE Software Upgrade TRIDENT Alteration Document (TAD) D5TAD008-09.
- l. Missile. A missile is defined as follows:
 - 1.C3 WS 12349 Guided Missile C3 Weapons Specification
 - 2.C4 WS 15193 Guided Missile, TRIDENT I UGM-96A Specification
 - 3.D5 WS 21933 Guided Missile, TRIDENT II (D5) Missile System Specification UGM 133A Specifications (US & UK)
 - 4.LE WS 21933 Guided Missile, TRIDENT II (D5) Missile System Specification UGM 133A Specifications (US & UK) which contains LE Interlocks package and LE Flight Control Electronics Assembly

- m. Mission Critical. Mission critical is defined as support to safety, range safety, tactical operations, storage and handling safety.
- n. Program Management Functions. Program Management Functions are all direct charges, excluding the U.K. Program Manager. The SEIT organization shall be considered program management functions.
- o. Proofing. Process by which data, tools, and equipment which comprise the missile support equipment are determined to be correct and complete. Included within this process are the corrections of deficiencies.
- p. Rework. Action required to restore discrepancies to design disclosure. The Rework of STE/SME components is defined to consist of returning the items to usable condition rather than restoring it to design disclosure.
- q. Second Destination property: All property other than First Destination property. It distributes material within the supply system after completion of First Destination property. Second Destination property includes shipments required to fill Navy requisitions; and return material for SLE, rework, repair, or disposal action.
- r. Work-In-Process (WIP). Work-in-Process as it pertains to this contract is defined as D5 production material and hardware (Pre-DD250ed) under the custody and accountability of the Contractor, which supports all hardware (Missile, AIM, Instrumentation, etc.) fabrication, assembly, reassembly, and rework/repair activities. Included in this inventory are DD250d hardware (Fleet return Missile, AIM, ER Based Special Vehicles and Instrumentation hardware) identified as WIP GOE which have reentered the D5 Work-In-Process Inventory by receipt and processing of the applicable DD Form 1149. WIP includes not only the hardware that is in process of being fabricated or assembled, but also the finished parts, subassemblies, and assemblies in Contractor custody and accounted for in the TRIDENT II (D5) Factory Inventory System.
- s. U.K. Unique Hardware. U.K. SE for which there is no identical equipment in the U.S. inventory.
- t. U.K. Common Hardware. U.K. SE for which there is identical equipment in the U.S. inventory.

C-9 Government Property (GP)

- a. The GP available for use in accordance with the "Government Property" special contract requirement is the following:
- b.
 - 1. GP (if any) identified in the schedule, specifications, and Attachments 1, 7, 11, 42, 43, 53, 55, and 57, Exhibits; and
 - 2. GP required for the performance identified in the Contractors Property Management System(s) of record and is existing on the effective date of this contract. GP is authorized on existing contracts by, and in accordance with the conditions imposed by the Government activity that has cognizance over the property.

The Contractors Property Management System(s) 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.

b. If the Government limits or terminates the Contractor's authority to use the above property, the Contracting Officer will, upon the Contractors 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 Contractors use of such property under another contract. The Contractor may use other GP not identified in paragraph a. above under this contract only if the Administrative Contracting Officer gives written approval and either:

1. Rent calculated in accordance with the Use and Charges clause is charged; or
2. Contract price or fee is reduced by an equivalent amount.

c. 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

a. This special contract language applies separately to each fixed-price-incentive contract line item numbers (CLINs).

b. For purposes of this special contract requirement

1. Costs has the same meaning as costs in the Incentive Price Revision Firm Target clause (the IPR clause);
2. 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
3. Residual property or RP means acquired CLIN material or equipment that is not incorporated into a deliverable, consumed, or expended in performance.

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

d. Costs of RP, which are included in the Contractors 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 CLINs total final negotiated cost in accordance with the IPR clause.

e. Title to all RP, whose costs have been included in the CLINs total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.

f. 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.

g. If the parties of this contract are also the parties of a gaining contract

1. The gaining and losing contract shall be modified to identify the transferred RP and the Contractor's property management system of record shall be updated to reflect the fact that the RP is now accountable to the gaining contract;

2. 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

3. 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.

h. 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-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. Contact the subcontractor administrator for applicability.)

a. 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.

b. Attachment 53 lists STE/SME Spares that have been provided under Attachments 19 and 23 of past, present, and possible 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.

c. Upon receipt of the STE/SME Spares at 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.

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

f. For any material under Attachment 53 that 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.

C-22 Bills of Lading

a. Except as specified in paragraphs b through d below, all First Destination deliverable and Second Destination property (as defined in Special Contract Requirements C-1) under all CLINs shall be shipped via Government Commercial Bill of Lading G-CBL.

b. 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 via Lockheed Martin (LM) Bill of Lading. However, the following type of items listed under CLINs 0001/0026, 0011, and 0023 under Exhibit E and Attachments 3, 10, 22, 43, and 45 shall be shipped via G-CBL:

1. Rocket Motors
2. Ordnance and Explosives Class 1.4 through 1.1
3. Hazardous Material USDOT Hazardous Materials Table 49, except limited shelf life
4. GFE for Production 2664 Government property
5. Classified items
6. Nuclear Weapons Related Material (NWRM)
7. International shipments
8. Sensitive items requiring premium shipment as defined in SSPINST 4600 1A

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

d. Missile Service Units (MSUs) shall be shipped as follows:

1. All US MSUs shall be shipped via LM Bill of Lading; and
2. All UK MSUs shall be shipped via G-CBL or by the UK.

e. 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:

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

f. 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. 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.

g. Premium shipments required under this special contract requirement 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 (SN&S).

h. Ordnance shall be shipped in compliance with DoD 4145.26-M and NOSSA INST 8023.13B Change 2.

C-28 Latent Defects

The latent defect contract requirements of FAR 52.246-02 and its Alternate I Inspection of Supplies Fixed Price are only applicable to new procured components under this contract.

C-32 Excess Rate Tooling

Certain tooling accountable to Northrop Grumman Systems Corporation (NGSC) under Purchase Order 4103010465, D5 Special Tooling/Special Test Equipment & Facilities, is not required under this contract, but may be required for future D5 Missile program needs. The Contractor shall retain such tooling, which will be stored by NGSC. Update of the excess tooling to current configuration while in storage is not within the scope of this subcontract. The Contractor shall provide a list of this stored tooling to SP2718, SPF60, and SP27411 by 01 March 2024.

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

The Contractor shall barcode 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. Barcoded labels shall be provided by the Contractor and shall meet the DoD specifications contained in MIL STD 129, Marking for Shipment and Storage, and MIL STD 1189, Standard Symbolology for Marking Unit Packs, Outer Containers, and Selected Documents. Multi packs (shipping containers with two or more stock numbered items inside) shall not be barcoded.

C-55 Approved Subcontractor Indemnification

a. The Contracting Officer approves the inclusion of indemnification contract requirements pursuant to the clauses of this contract entitled "Indemnification Under Public Law 85-804", "Indemnification Supplement" and "Indemnification (U.K.)" in any subcontract made under this contract with Northrop Grumman Space Systems, including Alliant Space Systems Inc., and Energetic Systems Division, Alliant Tech Systems Inc. Propulsion and Controls Division, and Aerojet General Corporation.

b. The Contractor shall, however, inform the Contracting Officer in writing of the inclusion of such clause in any such subcontract.

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 limitations 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)

The Contractor shall use the OS that is most current at the time of CDR. This includes any development, refresh, or update of any Government owned IT system including test consoles and information management systems.

C-59 Electronic Data Delivery

The Contractor shall submit 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-64 NMCARS Annex 16 Statement of Work Language Implementing the DIB Memo

Pursuant to NMCARS 5204.7303-1(b)(S-90), the following language supplements DFARS Clause 252.204-7012 entitled, Safeguarding Covered Defense Information and Cyber Incident Reporting. The below language applies to the prime contractor, and all Critical Suppliers as defined in C-1 paragraph f.

a. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

1. Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.

2. If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

3. Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

4. The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days notice to the Contractor.

b. Compliance to NIST 800-171

1. The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

2. Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

- i. Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot

support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

- ii. Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;
- iii. Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.
- iv .Audit user privileges on at least an annual basis;
- v. Implement:

- A. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,
- B.NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);
- C. Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.
- D. Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

3. Cyber Incident Response:

1.The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

2.Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3)

Instructions for Submitting Media available

at http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Me...

In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned

information from Government covered defense information.

3.If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

4.Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

5.NCIS/Industry Monitoring

1.In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

2.If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

3.In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

C-68 SSNT Residual Property (Applicable for any PO/subcontract or PO/subcontract line item allocable to CLIN 0026 of this prime contract, unless the PO/subcontract or PO/subcontract line item is cost-reimbursable or time-and-materials and therefore subject to the requirements of FAR 52.245-1. Contact the subcontractor administrator for applicability.)

a. The Contractor anticipates entering into a firm-fixed-price agreement with its SSNT billet production subcontractor. The intent of this special contract requirement is to assign title to SSNT subcontract residual items as vesting in the Government regardless of subcontract type.

b. Title to all SSNT residual property shall vest in the Government in accordance with the following terms and conditions and FAR 52.245-1.

c. The Contractor shall include the terms and conditions of below paragraphs 1) through 6) in any subcontract or subcontract line item allocable to CLIN 0001/0026 of this prime contract, unless the subcontract or subcontract is a cost-reimbursable or time-and-materials CLIN and therefore subject to the requirements of FAR 52.245-1.

1. For purposes of paragraphs 2) through 6) of this special contract requirement
 - i. Material means material, other than Government-furnished material, that the prime contractor or subcontractor must acquire to perform the contract (including all units of any economic order quantity); and
 - ii. Residual Property or RP means acquired material or equipment that is not incorporated into a deliverable, consumed, or expended in performance.
 2. Title to all RP shall vest in the Government in accordance with the Government Property clause, FAR 52.245-1.
 3. With the approval of the prime Contractor, such RP may be transferred to another contract (the gaining contract) in accordance with applicable regulations. As soon as practical, the Subcontractor and Contractor shall identify the type, quantity, and acquisition cost of transferred RP.
 4. If the parties of this contract are also the parties of a gaining contract
 - i. The gaining and losing contract shall be modified to identify the transferred RP and the Contractor's property management system of record shall be updated to reflect the fact that the RP is now accountable to the gaining contract;
 - ii. 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
 - iii. 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.
 5. The Subcontractor shall maintain auditable records of inventories and transfers of RP. The Subcontractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.
 6. Residual property remaining at contract completion shall be delivered to the prime Contractor under the applicable Contractor Acquired Property line item of the contract for prime Contractor delivery to the Government.
- d. The Contractor shall obtain written authorization from the Procuring Contracting Officer prior to authorizing subcontract Residual Property transfers per paragraph c.3 above. If the Government authorizes the subcontract residual property transfer, the prime contract shall also be modified consistent with paragraph c.4 above.
- e. Remaining subcontract residual property shall be delivered to the Government as Contractor Acquired Property under CLIN 0024 of this contract.

C-69 Controlled Unclassified Information (CUI)

All documents generated under this contract which contain CUI materials must be marked in accordance to the DoDI 5200.48 marking requirements. SSP CUI material, including electric transmission thereof, will be protected and handled as specified in the latest version of SSINST 5230.11A. To facilitate implementation of the DoDI 5200.48 marking requirements, the Contractor shall be in compliance with DoDI 5200.48. The following categories of CUI are anticipated on this contract:

- a. Export Controlled (EXPT)
- b. DoD Critical Infrastructure Security Information (DCRIT)
- c. Unclassified Controlled Nuclear Information (UCNI)
- d. Controlled Technical Information (CTI) (if EXPT, only use EXPT)
- e. General Procurement and Acquisition (PROCURE)
- f. Small Business Research and Technology (SBIZ)
- g. Proprietary Business Information (PROPIN)
- h. General Privacy (PRVCY)
- i. International Agreement Information (INTL)
- j. Operational Security (OPSEC)

In addition to the above required markings, the government recommends use of supplemental administrative markings: Draft, Pre-decisional, and Deliberative. They should be used to indicate the non-final status of documents under development to avoid confusion and maintain the integrity of the government and contractors decision- making process. These markings are useful for determinations on information subject to the Freedom of Information Act (FOIA). If these administrative markings are utilized, they must not be incorporated into the CUI banners or duplicate any marking in the CUI Registry. For definitions of the above CUI categories, please refer to www.archives.gov/CUI, DoDI 5200.48, and the 2019 DCRIT Determination from the USN Chief Management Officer.

- a. Documents created containing SSP CUI will include Controlled by: Department of Navy and Controlled by:

DIRSSP. Dissemination Controls shall be utilized based on need-to-know. Primary options are FEDCON for SSP, prime and subcontractors, and affiliated partners; and DL to delineate specific members and organizations within the federal government and contracted partners; For CUI material internal to LM containing technical information requiring Distribution Statements instead of Dissemination Control, Primary options are Distribution D for sharing within the Department of Defense and Distribution C if material needs to be shared with the Federal Government outside the DOD such as Department of Energy or US Space Force. Refer to contracts for additional Distribution guidance regarding CDRLs and non-CDRL deliverables.

- b. In addition to the CUI markings, Lockheed Martin will continue to utilize its administrative markings, such as Lockheed Martin Proprietary Information (LMPI), Export Controlled Information, Third Party Proprietary Information (TPPI), as well as required DFARS data rights legends such as limited, restricted and government purpose rights legends. Such markings will be added under the CUI header and/or footer, and not on the same line as CUI. Documents with these administrative/DFARS markings may also include the CUI Registry acronym in the Designation Indicator block. Moreover, if a document containing LMPI also contains CUI, Lockheed Martin agrees to add the PROPIN marking in the Designation Indicator block, in addition to the administrative and DFARS legends referenced herein.

c. Lockheed Martin FBM IT Systems modifications to implement CUI shall be approved by SP2714 and SP2805 per The Lockheed Martin Space Fleet Ballistic Missile (FBM) Information Systems (IS) Change and Configuration Management Plan, Document Number: SMP20084743U19. Until the FBM IT systems are updated to include CUI markings, when artifacts are produced from FBM IT systems, they shall include a CUI Cover Sheet with Designation Indicator Information per ISOO training Controlled Unclassified Information- Introduction to Marking.

d. Lockheed Martin Enterprise IT systems shall implement CUI requirements. Until the Lockheed Martin IT systems are updated to include CUI markings, when artifacts are produced from Lockheed Martin IT systems, they shall include a CUI Cover Sheet with Designation Indicator Information per ISOO training Controlled Unclassified Information-Introduction to Marking. For the avoidance of doubt, Lockheed Martin shall not be required to update its IT systems unless and until Lockheed Martin has determined that such updates are necessary.

C-72 FBM AA&E Physical Security Supplemental Guidance and Technical Requirements

a. The language below supplements DFARS Clause 252.223-7007 Safeguarding Sensitive Conventional AA&E applicable to FBM AA&E and supporting facilities, to include SSP Field Activities and other Government-Owned, Government-Operated (GOGO); Government-Owned, Contractor-Operated (GOCO) (also known as NIROP); and Contractor-Owned, Contractor-Operated (COCO) sites. This guidance is provided as required by DoDI 5100.76 and DoDM 5100.76.

b. General Guidance.

1. This guidance pertains to the Prime Contractor and all subcontracts awarded by the Prime Contractor for supplies and services for this contract that involve FBM AA&E.

2. Commercial products as defined in FAR 2.101 are not subject to the security requirements in DoDM 5100.76. The Security Risk Category (SRC) listing provided as Attachment 56 does not include any commercial products.

3. The Contractor shall ensure FBM AA&E in their control is safeguarded to the level required by DoDM 5100.76 and the SRC assigned by SSP (Attachment 56).

4. FBM AA&E SRCs are typically Category (CAT) III, IV, or CAT U (Uncategorized). DoDM 5100.76 Enclosure (9) SRC III and IV requirements apply. CAT U requirements are provided in the supplemental guidance below.

5. Deviations. The Contractor shall submit AA&E physical security deviation requests in accordance with DoDM 5100.76 Enclosure (9), paragraph 13, and include compensatory measures (temporary or equivalent alternatives), mitigation plan, and corrective actions, to SP2525 and PCO. The Contractor shall coordinate GOCO (NIROP) facility mitigation and compensatory measures with SPF(B)105.

c. AA&E Storage.

1. Storage on COCOs. The Contractor shall apply DoDM 5100.76 Enclosure (9) requirements for safeguarding SRC III and IV AA&E at COCO sites in accordance with SRCs assigned by the FBM AA&E SRC List pertaining to each site.
 2. Storage on GOCOs. The Contractor shall apply DoDM 5100.76 Enclosure (9) requirements for safeguarding SRC III and IV at GOCO (NIROP) sites in accordance with the FBM AA&E SRC List pertaining to the sites, and OPNAVINST 8020.14B Chapter 19.
 3. CAT U Storage at GOCOs and COCOs. The Contractor shall safeguard CAT U AA&E in facilities with access control at all times, and routine screening/background checks of personnel who have access to these facilities.
 4. AA&E Storage at DoD Commands. At DoD/Navy Commands, the Contractor shall comply with SSP field activities (e.g., SWFs, NOTU) and DoD/Navy Command (e.g., NSA Crane, NAWC China Lake) AA&E security requirements.
- d. AA&E Production Line Security.
1. Production Line Security on COCOs. The Contractor shall safeguard FBM AA&E in the Contractors possession in accordance with DoDM 5100.76 Enclosure (9) requirements and according to the SSP FBM AA&E SRC List (Attachment 56).
 2. Production Line Security on GOCOs (NIROPs). The Contractor shall safeguard FBM AA&E that is in GOCO operating buildings and areas in accordance with DoDM 5100.76 Enclosure (9) requirements and SSP FBM AA&E SRC List (Attachment 56).
 3. CAT U Production Line Security at GOCOs and COCOs. The Contractor shall safeguard CAT U AA&E in production line/operating facilities with access control at all times, and routine screening/background checks of personnel who have access to these facilities.
 4. AA&E Production Line Security at DoD Commands. The Contractor shall safeguard FBM AA&E that is under their control at SSP Field Activities and other DoD/Navy Commands in accordance with SSP field activities (e.g., SWFs, NOTU) and DoD/Navy Command (e.g., NSA Crane, NAWC China Lake) AA&E security requirements.
- e. AA&E Inventory Accountability. The Contractor shall maintain a current and accurate Inventory Accountability Program for all FBM AA&E under their control per DoDM 5100.76 Enclosure (9).
1. Inventory Accountability on COCOs. The Contractor shall be accountable for FBM AA&E produced/manufactured, Government furnished, or otherwise under their control at COCOs. Security relate inventory accountability will be managed and executed by the Contractor in accordance with DoDM 5100.76 Enclosure (9). The Contractor shall deliver FBM AA&E Inventory Accountability Procedure and Assessment Report (CDRL A0008). The physical inventory validation for FBM AA&E may be conducted in coordination with or integrated into another inventory assessment. The Contractor shall provide information regarding FBM inventory on request by SSP FBM AA&E Inventory Accountability Procedure and Assessment Report (CDRL A0008).

2. Inventory Accountability on GOCOs (NIROPs). The Contractor shall be accountable for FBM AA&E produced/manufactured, Government furnished, stored, or otherwise under their control at GOCOs. Security related inventory accountability will be managed and executed by the Contractor in accordance with DoDM 5100.76 Enclosure (9). The Contractor shall deliver FBM AA&E Inventory Accountability Procedure and Assessment Report (CDRL A0008). The physical inventory validation for FBM AA&E may be conducted in coordination with or integrated into another inventory assessment. The Contractor shall provide information regarding FBM inventory on request by SPFB.

3. Inventory Accountability at DoD Commands. The Contractor shall be accountable for FBM AA&E under their control at DoD Commands. Security related inventory accountability will be managed and executed by the Contractor in accordance with DoDM 5100.76 Enclosure (9), as well as DoD Component and DoD Command AA&E security-related requirements. The Contractor shall deliver FBM AA&E Inventory Accountability Procedure and Assessment Report (CDRL A0008). The physical inventory validation for FBM AA&E may be conducted in coordination with or integrated into another inventory assessment. The Contractor shall provide additional information regarding FBM inventory on request by SSP or the DoD Command.

f. In-Transit/Transportation Security at COCOs, GOCOs, DoD Commands. The Contractor shall comply with transportation security requirements for shipments of FBM AA&E to Government activities, federal agencies, and other Contractor sites, including movements on public transit routes, in accordance with DoDM 5100.76; 49 CFR Department of Transportation (DOT); Defense Transportation Regulation (DTR) 4500.02-R; SSP ordnance documents; and, where applicable, DoD Command requirements.

g. Disposal/Demilitarization Security

1. Disposal/Demilitarization Security at COCOs The Contractor shall apply requirements of DoDM 5100.76 Enclosure (9) for safeguarding AA&E at COCOs in the disposal/demilitarization process, to include waste military munitions, explosive hazardous waste, and Material Potentially Presenting an Explosive Hazard (MPPEH).

2. Disposal/Demilitarization Security at GOCOs (NIROPs) - Contractors operating on GOCOs shall apply requirements of DoDM 5100.76 enclosure 9 and SSPINST 8020.5 for safeguarding AA&E in the disposal/demilitarization process, to include waste military munitions, explosive hazardous waste, and MPPEH.

3. Disposal/Demilitarization Security at DoD Commands - Contractors operating at DoD Commands shall apply requirements of DoDM 5100.76 Enclosure (9) and the DoD Commands requirements for safeguarding AA&E in the disposal/demilitarization process, to include waste military munitions, explosive hazardous waste, and MPPEH.

h. AA&E Security Mishap Reporting and Investigation. The Contractor shall report and investigate AA&E security incidents, to include potential and actual security breaches and threats, and inventory losses/gains for all FBM AA&E, regardless of location or SRC, in accordance with DoDM 5100.76 (Enclosure (9) paragraph 12), SSP requirements, and, where applicable, SSP field activities (e.g., SWFs, NOTU) and DoD/Navy command (e.g., NSA Crane, NAWC China Lake) requirements. The Contractor

shall immediately report all GOCO NIROP mishaps and COCO security mishaps that impact FBM to the applicable SSP Program Management Office.

i. Government surveys, inspections, audits, and site visits. The Contractor shall cooperate and support, on request, SSP and DCSA assessments at all sites where the Contractor safeguards FBM AA&E. The Contractor shall coordinate all Government AA&E security assessments that pertain to FBM with the local SSP AA&E Security Officer or SSP AA&E Program Manager (SP2525).

C-73 Subcontractor Set-Aside Costs Under CLIN 0001

a. The Contractor asserts that they negotiated performance incentives with subcontractors under CLIN 0001 of this contract as detailed in paragraph 2 below. Collectively, the CLIN 0001 subcontractor performance incentives shall be referred to as set aside costs.

b. The target cost of CLIN 0001 includes \$5,068,395 in set-aside costs. This is the net of the following set aside cost not-to-exceed values and a set-aside most likely decrement to align the contractual target cost with the CLIN estimated cost. Set aside cost allowability shall be determined at the subcontract level.

A B C D E F

Set-Aside	
Description	
Proposed	
FY25 Subcontract Value	
NTE Subcontract Value	
NTE Prime Burdens (2.06%)	
FCCOM (0.145%)	
Prime Contract Set Aside NGSC Subcontract Performance Incentives	
\$4,959,048	
\$4,959,048	
\$102,156	
\$7,191	
\$5,068,395	

Total CLIN 0001 Target Set Aside Cost \$5,068,395

c. Set-aside costs are allowable to the extent the actual subcontract value falls below the NTE for the individual set aside in column B above and costs otherwise meet FAR Part 31 criteria. Set-aside costs include burdens pursuant to the Contractors disclosure statement. For purposes of determining the cost incentive profit gain or loss, neither underruns nor allowable overruns from the Target set-aside Cost shall be subject to the CLIN 0001 cost incentive share line.

d. Exhibits H and U of the contract include consideration for expected set-aside costs. All invoices for set-aside costs must comply with Exhibit U and Section G of the contract. The Set-aside cost for NGSC (H00L) is reflected as separate performance-based events in Exhibit U.

C-74 CLIN 0001 Contract Amounts Terminology and Clarifications

a. The following terms shall be used to track and calculate final price and cost incentive price revisions under CLIN 0001 of the contract:

1. CLIN Target Cost Target cost of the CLIN as delineated in Section B of the contract.
 2. CLIN Target Profit Target profit of the CLIN as delineated in Section B of the contract. This value excludes performance incentive fee earned pursuant to the provisions of Attachment 2.
 3. Target Set Aside Cost The net of all negotiated set-aside cost NTEs and the set-aside most likely decrement, pursuant to Special Contract Requirement C-73.
 4. Projected Total Set Aside Cost Total allowable set aside costs, estimated to the extent necessary, pursuant to Special Contract Requirement C-73. Includes allowable burdens pursuant to the Contractors disclosure statement and FAR Part 31.
 5. Target Cost Subject to Cost Incentive Equal to the CLIN Target Cost less the Target Set Aside Cost.
 6. Total Allowable Cost The total allowable costs allocable to the CLIN pursuant to FAR Part 31. C-73 limitations do not apply to this figure.
 7. Projected Total Allowable Cost Equal to total allowable costs, estimated to the extent necessary, allocable to the CLIN, less the Projected Total Set Aside Cost. Cost Incentive Profit Adjustment Equal to the applicable Government cost underrun or overrun share times the difference between the Projected Total Allowable Cost and the Target Cost Subject to Cost Incentive.
 9. Cumulative Performance Incentives Earned Total earned performance incentive fee pursuant to the contract requirements of Attachment 2. The Government shall modify the contract to explicitly permit the contractor to bill for performance incentives pursuant to Attachment 2.
 10. Ceiling Price Ceiling Price as delineated in Section B of the contract. All cost, profit, and performance incentive fee contract amounts are subject to the limitations of the Ceiling Price.
 11. Exhibit H Billing Prices Billing prices for CLIN 0001 deliverables. At award of contract, Billing Prices include CLIN Target Cost and CLIN Target Profit. Billing Prices shall be revised during performance pursuant to FAR 52.216-16. Billing prices exclude Cumulative Performance Incentives Earned.
- b. Consistent with FAR 52.216-16, the CLIN 0001 cost incentive share line shall apply to the difference between the Projected Total Allowable Cost and the Target Cost Subject to Cost Incentive. No cost incentive share line shall apply to the difference between the Projected Total Set Aside Cost and the Target Set Aside Cost.

c. The final price of CLIN 0001 shall include the sum of the Projected Total Set Aside Cost, Projected Total Allowable Cost, Cost Incentive Profit Adjustment, Target Profit, and Cumulative Performance Incentives Earned. The final price of CLIN 0001 shall not exceed the CLIN 0001 Ceiling Price delineated in Section B.

C-77 Modular Open Systems Approach (MOSA)

10 U.S.C. Section 4401, Sec 805: MOSA - Interfacing development: The contractor and its subcontractors will follow DOD INST 5000.02 effective 23 June 2020, Change 1 8 June 2022 and 5010.44 (dated October 16, 2019) as to Modular Open Systems Approach (MOSA) to the Major System Interfaces and ensure that the Government shall have unlimited rights to data and intellectual property and to minimize proprietary elements to the lowest component level is critical to this effort. This includes all technical data, hardware, computer software, and computer software documentation to all interfaces for the Navy subsystems/elements. When any existing subsystem/elements incorporates other company proprietary information or Intellectual Property, it is up to the contractor and its subcontractors to obtain NDAs from each of those companies.

C-78 NMCARS 5227.9001 Trademarks

The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s): SSP (Strategic Systems Programs), PMOSSP (Shipboard Systems), PMOSSP (Flight Systems), SWFPAC (Strategic Weapons Facility Pacific), SWFLANT Strategic Weapons Facility Atlantic), POLARIS, POSIEDON, TRIDENT, TRIDENT II, D5LE2 (Life Extension), NTIP (Naval Treaty Implementation Program), NOTU (Naval Ordnance Test Unit), CPS (Conventional Prompt Strike), FBM Operational Test Support Unit Two, SPUK (Strategic Systems Program Liaison Office), (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

Section D Clauses – Special Contract Requirements(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 – Special Contract Requirements:

E-1 Inspection and Acceptance (Sep 1999)

Unless otherwise indicated, inspection and acceptance of supplies and services furnished under this contract shall be made at the Contractor's plant by the cognizant contract administration services component per PMO, SSP quality assurance letter of delegation outlining mandatory quality and technical requirements.

Section G Clauses – Special Contract Requirements:

G-2 Contract Authorities (Mar 2021)

1. *Applicability.* This SSP G-2 Contract Authorities applies only if this contract is with one of the following or its divisions: Boeing, Draper Laboratory, General Dynamics Mission Systems, 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 onsite 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, as necessary.

Section H Clauses – Special Contract Requirements:

H-2 Employment of Government Personnel or Former Government Personnel (May 2022)

(Applicable for all purchase orders/subcontracts.)

1. For purposes of this SSP H-2 Employment of Government Personnel or Former Government Personnel: (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 SSP H-2 Employment of Government Personnel or Former Government Personnel 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.

H-6 Organizational Conflicts of Interest (Mar 2021) (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 SSP H-6 Organizational Conflicts of Interest are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.

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

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.

H-9 Increase in Level of Effort (Mar 2021)

1. *Application.* This SSP H-9 Increase in Level of Effort applies separately to each level-of-effort contract line item (if any). The contract line item to which this SSP H-9 Increase in Level of Effort 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:

$$IEC = (ILOE/LOE) \times EC$$

$$IFF = (ILOE/LOE) \times FF$$

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:

$$NEC = (NLOE/CLOE) \times CEC$$

$$NFF = (NLOE/CLOE) \times CFF$$

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:

$$IEC = (ILOE/LOE) \times EC$$

$$ITC = (ILOE/LOE) \times TC$$

$$ITF = (ILOE/LOE) \times TF$$

$$IMBF = (ILOE/LOE) \times (MBF - EI)$$

$$IMF = (ILOE/LOE) \times MF$$

$$IMXF = (ILOE/LOE) \times MXF$$

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:

$$NEC = (NLOE/CLOE) \times CEC$$

$$NTC = (NLOE/CLOE) \times CTC$$

$$NTF = (NLOE/CLOE) \times CTF$$

$$NMBF = (NLOE/CLOE) \times (CMBF - CEI)$$

$$NMF = (NLOE/CLOE) \times CMF$$

$$NMXF = (NLOE/CLOE) \times CMXF$$

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:

$$IFFP = (ILOE/LOE) \times FFP$$

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:

$$NFFP = (NLOE/CLOE) \times CFFP$$

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 pa

H-10 Subcontracting Plan (May 2000) (Applicable for all purchase orders/subcontracts.)

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.

H-11 Wood Packaging Material (Mar 2021) (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 Contractors expense deliveries that do not meet WPM requirements.

2. This SSP H-11 Wood Packaging Material 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.

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.

H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services (Mar 2021) (Applicable if this purchase order/ subcontract involves the export of defense services as defined in the ITAR.)

This SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) 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 SSP H-13 International Traffic in Arms Regulations (ITAR) Compliance for the Export of Defense Services Pursuant to the Polaris Sales Agreement (PSA) is provided for the purpose of complying with 22 CFR 126.6(c)(6)(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.

H-14 Non-Disclosure Agreements (Mar 2021) (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 SSP H-14 Non-Disclosure Agreements, suitably modified to identify the parties, in all subcontracts at all tiers.

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.

H-16 Earned Value Management System Requirements (Dec 2023) (Applies only if EVMS is required for the Contract, in accordance with DFARS 252.234-7002. Contact the Procurement Representative for applicability.)

1. This SSP H-16 Earned Value Management System Requirements 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 SSP H-16 Earned Value Management System Requirements 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-D). To

establish the integrated performance management system, the EVMS shall be linked to and supported by the Contractors 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. (IPMR 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 Governments program manager in IBRs to evaluate the executability of the contracts 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 programs 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, IPMRs, and other approved documentation.
- (v) It shall reflect those risks identified and documented in the Contractors 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 Contractors 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 Governments request.

(f) Contract Work Breakdown Structure (CWBS). The Contractor shall maintain the CWBS and dictionary in accordance with DI-MGMT-81334D using MIL-STD-881D. 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
MIL-STD-881D	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 Contractors 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 Contractors 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
DFARS 252.234-7002
SSPINST 7720.4
Contracts

Title and Tailored Application
Earned Value Management Systems All
Earned Value Management Systems and Schedule Requirements for

- (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 SDRL 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.

H-18 Technical Instructions (Mar 2021)

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-201, or the Major Program Manager, Conventional Prompt Strike. 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 SSP H-18 Technical Instructions 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 SSP H-18 Technical Instructions, "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.

H-19 Government-Furnished Property and Other Government-Furnished Support (Mar 2021)

(Applicable for all purchase orders/subcontracts requiring Government-Furnished Property or Support, provided through the Buyer. Contact the Lockheed Martin Procurement Representative for applicability.)

1. As used in this SSP H-19 Government-Furnished Property and Other Government-Furnished Support, other government-furnished support means software, information, or services furnished by the Government to the Contractor for performance of this contract. The Government Property clause, FAR 52.245-1, and the Use and Charges clause, FAR 52.245-9, are deemed to apply to other government-furnished support to the same extent as they apply to government-furnished property.

2. The government-furnished property and other government-furnished support available for use in accordance with the Government Property clause are the following: (a) the government-furnished property (if any) or other government-furnished support (if any) identified below or in the schedule, specifications, exhibits, and/or attachments, and/or (b) the property necessary for the performance of this contract that is accountable under the contract(s) listed below and is existing on the effective date of this contract, and whose use is authorized by, and in accordance with the conditions imposed by, the government activity that has cognizance over the property: [NONE]

3. If the Government limits or terminates the Contractor's authority to use the above property or support, 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 or support under another contract. The Contractor may use other government property or support not identified in paragraph 2 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.

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.

H-21.2 Disclosure, Use, and Protection of Proprietary Information (Mar 2021)

(Applicable for all purchase orders/subcontracts.)

1. The Contractor acknowledges that the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews,

evaluations, or independent verification and validations of technical documents, or other information submitted to the Government in the performance of this contract, which is proprietary to the Contractor.

2. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the Contractor or its subcontractors. The Contractor is required to provide full cooperation, working facilities and access to information or facilities to the ISC for the purposes stated in paragraph 1 above.
3. To protect any such proprietary information from unauthorized disclosure or unauthorized use, and to establish the respective rights and duties of both the ISC and the Contractor, the Contractor agrees to enter into a direct agreement with any ISC as the Government requires, which must authorize the Government to independently provide proprietary information to the ISC as required for the performance of Government contracts. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.
4. The Contractor shall include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

H-21.3 Certification of Eligibility to Receive Export-Controlled Information (May 2020)
(Applicable for all purchase orders/subcontracts.)

If this acquisition contemplates a contract under which the contractor will receive export-controlled information, an offeror must be a Qualified U.S. Contractor in accordance with DoDD 5230.25 to be eligible for award. To meet this requirement, an offeror must maintain a current DD Form 2345, Military Critical Technical Data Agreement. Prior to award, the SSP Contracting Officer shall verify whether the offeror maintains a current DD Form 2345. To facilitate the verification, the offeror shall submit its Joint Certification Program (JCP) Number with its proposal.

H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information (Mar 2021) (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 components 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 SSP H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information flow down to each subcontract under this contract.

6. Nondisclosure Certificate: see the following page.

**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 Officers Representative (COR)

for the contract or a government manager with oversight of the contractors work that involves PPBE.)

POC Name: _____ POC Code: _____

POC Phone: _____ POC Email: _____

Applicants Signature: _____ Date: _____

H-30 Indemnification Savings (10 U.S.C. 3861) (Jan 2023) (Applicable for all purchase orders/subcontracts.)

If the Contracting Officer is authorized to include a clause in this contract that indemnifies the Contractor in accordance with 10 U.S.C. 3861, the Contracting Officer shall modify the contract to include such a clause and the authorized risk definitions without requiring additional consideration from the Contractor.

H-31 Indemnification (U.K.) (Jan 2023) (Applicable if Seller will be performing any work in the United Kingdom.)

1. This SSP H-31 Indemnification (U.K.) applies only to the extent this contract is a procurement on behalf of the United Kingdom and applies in lieu of any "Indemnification Under Public Law 85-804" or "Indemnification Under 10 U.S.C. 3861" clause in this contract.

2. For purposes of this SSP H-31 Indemnification (U.K.):

(a) "Contractor's principal officials" means directors, officers, managers, superintendents, or other representatives supervising or directing—

(1) all or substantially all of the Contractor's business;

(2) all or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) a separate and complete major industrial operation in connection with the performance of this contract.

(b) "Nuclear risks" are those risks attributable to the radioactive, toxic, explosive, or other hazardous properties of "special nuclear material," "by-product material" or "source material," as such materials are defined in the Atomic Energy Act of 1954, as amended.

(c) "Unusually hazardous risks" are the risks of explosion, detonation, burning, or propulsion attributable to the utilization of high energy propellants in (i) POLARIS or TRIDENT missiles or of any component thereof, or (ii) propellant-powered POLARIS or TRIDENT test missiles or of any component thereof, or (iii) any other component or subcomponent of the POLARIS or TRIDENT weapon systems which uses high energy propellants.

3. Regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this SSP H-31 Indemnification (U.K.), indemnify the Contractor against--

(a) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(b) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(c) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

4. This indemnification applies only to the extent that the claim, loss, or damage (a) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (b) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this SSP H-31 Indemnification (U.K.). If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this SSP H-31 Indemnification (U.K.) is reduced, the Government's liability under this SSP H-31 Indemnification (U.K.) shall not increase as a result.

5. When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for—

(a) Government claims or United Kingdom claims against the Contractor (other than those arising through subrogation); or

(b) Loss or damage affecting the Contractor's property.

6. With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this SSP H-31 Indemnification (U.K.) provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

7. The rights and obligations of the parties under this SSP H-31 Indemnification (U.K.) shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this SSP H-31 Indemnification (U.K.) unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

8. The Contractor shall—

(a) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this SSP H-31 Indemnification (U.K.);

(b) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(c) Furnish evidence or proof of any claim, loss, or damage covered by this SSP H-31 Indemnification (U.K.) in the manner and form the Government requires; and

(d) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

9. The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this SSP H-31 Indemnification (U.K.).

10. The following applies to the extent this contract is a cost-reimbursement contract: The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this SSP H-31 Indemnification (U.K.) are—

- (a) Excepted from the release required under this contract's clause relating to allowable cost; and
- (b) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

11. The Contractor shall provide and maintain financial protection of the types and in the amounts as are from time to time approved by the Secretary of the Navy in the latest memorandum of approval under Public Law 85-804.

12. Article VIII of the Polaris Sales Agreement of 6 April 1963 (T.I.A.S. 5313) and 22 U.S.C. 2762 constitute authority for the above indemnification.

H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (Mar 2021) (Applicable if Seller will be required to access information which is proprietary to the third-party contractors.)

1. It is the Governments intent to ensure proper handling of sensitive planning, budgetary, acquisition, and contracting information that will be provided to, or developed by, the Contractor during contract performance. It is also the Governments intent to protect the proprietary rights of third-party contractors whose data the Contractor may receive in the performance of the contract.

2. Accordingly, the Contractor agrees that it will not disclose, divulge, discuss, or otherwise reveal information to anyone or any organization not authorized access to such information without the express written approval of the Contracting Officer. The Contractor shall require that each of its employees assigned to work under this contract, and each subcontractor and its employees assigned to work on subcontracts issued hereunder, execute nondisclosure agreements acknowledging the above restrictions before providing them access to such information. The Contractor shall also require all future company employees, subcontractors, and subcontractor employees needing similar access to such information to execute nondisclosure agreements prior to providing them access to the above identified information. The requirement for the Contractor to secure nondisclosure agreements from its employees may be satisfied by having each employee sign one nondisclosure agreement for the term of their employment, without the need to sign separate nondisclosure agreements for each individual contract which the employee will support. The Contractor will make copies of these individual agreements available to the Contracting Officer upon request.

3. The Contractor may be required to access information which is proprietary to the following third-party contractors in the performance of this contract:

*Charles Stark Draper Labs
Johns Hopkins Applied Physics Lab
Sandia National Laboratories*

4. The Contractor agrees to enter into agreements with the third-party contractors identified above to: (a) protect such proprietary information from unauthorized use or disclosure for as long as the information remains proprietary; (b) refrain from using the information for any other purpose other than support the Government contract for which it was furnished, and (c) permit the Government to independently provide such proprietary information to the Contractor subject to the restrictions of this SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance. Prior to contract award, the Contractor shall provide a properly executed copy of such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4.
5. The Contractor agrees to include in each subcontract language requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.
6. The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data with restrictive legends received in the performance of this contract by the Contractor or any person to whom the Contractor has released or disclosed the data.
7. Any changes to the third-party contractor list above, which requires the Contractor to enter into a new direct agreement, will be communicated via contract modification. The Contractor will not be provided access to the additional third-party contractors proprietary information until such time as a properly executed copy of the agreement is provided to the Procuring Contracting Officer in accordance with FAR 9.505-4.

FAR Clauses

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies in lieu of Jun 2020)

52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) DATA (OCT 2021) (Applies in lieu of Jun 2020)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies in lieu of Jun 2020)

52.216-7 ALLOWABLE COST AND PAYMENT, ALT I (FEB 1997) (Applies to all subcontracts for construction and contains the clause at 52.232-27.)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) -- ALTERNATE II (AUG 2012) (Applies to all subcontracts with an educational institution.)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) -- ALTERNATE III (AUG 2012) (Applies to all subcontracts with a State or local government.)

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) -- ALTERNATE IV (AUG 2012) (Applies to all subcontracts with a nonprofit organization other than an educational institution, a State or local government, or a nonprofit organization exempted under OMB Circular No. A-122.)

52.216-9 FIXED FEE -- CONSTRUCTION (Jun 2011) (Applies only to cost-reimbursement construction contracts.)

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (JAN 2022) (Applies to all incentive type subcontracts.)

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-7 WITHHOLDING OF FUNDS (MAY 2014) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-8 PAYROLLS AND BASIC RECORDS (JUL 2021) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-9 APPRENTICES AND TRAINEES (JUL 2005) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014) (Applies to all subcontracts for construction within the United States.)

52.222-12 CONTRACT TERMINATION -- DEBARMENT (MAY 2014) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014) (Applies to all subcontracts for construction, alterations and repairs within the United States.)

52.222-16 APPROVAL OF WAGE RATES (MAY 2014) (Applies to all cost-reimbursement subcontracts for construction work.)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015) (Applies to all subcontracts in excess of \$10,000 involving construction work.)

52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS -- PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018) (Applies to all subcontracts subject to the Construction Wage Rate Requirement statute.)

52.222-50 COMBATING TRAFFICKING IN PERSONS, ALT I (MAR 2015)

52.223-20 AEROSOLS (Jun 2016) (Applicable for purchase orders/subcontracts that will be providing products, that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or that involve maintenance or repair of electronic or mechanical devices.)

52.223-21 FOAMS (Jun 2016) (Applicable for purchase orders/subcontracts that will be providing products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or if LM will be performing construction of buildings or facilities. This clause is not applicable and should not be accepted if supplies will be delivered or services will be performed outside the United States and its outlying areas.)

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 a system of records.)

52.225-9 BUY AMERICAN ACT -- CONSTRUCTION MATERIALS (OCT 2022)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (JUN 2020) (Applies to all subcontracts for service, or sale of food in the United States.)

52.227-4 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)

52.228-3 WORKERS' COMPENSATION INSURANCE (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)

52.232-17 INTEREST (MAY 2014) (Applies to subcontracts which contain FAR clauses which expressly refer to an Interest clause, e.g. fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17.)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017) (Applies to all subcontracts with payment clauses.)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applicable in purchase orders/subcontracts providing performance based payments.)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to subcontracts where software or services will be retransferred to the Government.)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984) (Applies to all subcontracts for construction work.)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (Applies to all subcontracts for construction work.)

52.236-4 PHYSICAL DATA (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984) (Applies to all subcontracts for construction.)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991) (Applies to all subcontracts where subcontractors will be required to obtain permits for construction work.)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (Applicable in fixed-price construction or a fixed-price dismantling, demolition, or removal of improvements purchase orders/subcontract expected to exceed the simplified acquisition threshold.)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991) (Applies to all subcontracts for construction.)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (Apr 1984) (Applicable in fixed-price construction/dismantling, demolition, removal of improvements contracts over the small purchased threshold to be performed on government sites.)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (Apr 1984) (Applicable in fixed-price construction/dismantling, demolition, removal of improvements contracts over the simplified acquisition threshold.)

52.236-16 QUANTITY SURVEYS (APR 1984) (Applies to all subcontracts for construction.)

52.236-17 LAYOUT OF WORK (Apr 1984) (Applicable for all construction purchase orders/subcontracts.)

52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984) (Applies to all subcontracts for construction.)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (Feb 1997) (Applicable in fixed-price construction/dismantling, demolition, removal of improvements subcontracts/purchase orders over the simplified acquisition threshold.)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, ALT I (APR 1984) (Applicable if reproducible shop drawings are needed.)

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 to fixed price construction purchase orders/subcontracts)

52.243-1 ALT V CHANGES -- FIXED-PRICE (APR 1984) (Applies if the requirement is for transportation services.)

52.243-2 ALT II CHANGES -- COST-REIMBURSEMENT (APR 1984) (Applies if the requirement is for services and supplies are to be furnished.)

52.243-2 ALT III CHANGES -- COST-REIMBURSEMENT (APR 1984) (Applies if the requirement is for construction.)

52.243-2 ALT V CHANGES -- COST-REIMBURSEMENT (APR 1984) (Applies if the requirement 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) (Applies only to construction contracts not exceeding the simplified acquisition threshold.)

52.245-9 USE AND CHARGES (APR 2012) (Applies if the subcontract will involve the use of government property subject to this clause.)

52.246-2 ALTERNATE I - INSPECTION OF SUPPLIES FIXED-PRICE (JUL 85) (Applies to all fixed-price incentive subcontracts.)

52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001)

52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT(SHORT FORM) (APR 1984)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.248-3 VALUE ENGINEERING -- CONSTRUCTION (OCT 2020) (Applies to all subcontracts in excess of \$75,000 for construction.)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE), ALT I (SEP 1996)

52.249-6 TERMINATION (COST-REIMBURSEMENT), ALT I (SEP 1996) (Applies to all subcontracts for construction under construction contracts containing Alternate I.)

DFARS Clauses

252.203-7004 DISPLAY OF HOTLINE POSTERS (JAN 2023) (Applicable to all purchase orders/subcontracts that exceed the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004(b)(2)(ii) on the date of subcontract award, except when the subcontract is for the acquisition of a commercial item.)

252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) (Applies to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (JAN 2023) (Applicable for all purchase orders/subcontracts)

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.)

252.209-7009 ORGANIZATIONAL CONFLICT OF INTEREST--MAJOR DEFENSE ACQUISITION PROGRAM (May 2019) (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.)

252.209-7010 CRITICAL SAFETY ITEMS (Aug 2011) (Applicable when the purchase order/subcontract includes one or more items designated by the design control activity as critical safety items.)

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022)

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.)

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Dec 2022) (Applicable if Seller participates in the DoD test program described in DFARS 219.702-70.)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (Sep 2014) (Applicable if the purchase order/subcontract will require, may require, or permit contractor access to a DoD installation.)

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999) (Applies in lieu of Nov 2023)

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013) (Applies to all subcontracts that requires the delivery of specialty metal as an end item under the subcontract.)

252.225-7013 Dev 2020-O0019, DUTY-FREE ENTRY (DEVIATION 2020-O0019) (NOV 2023)

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)

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies to 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.)

252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (JAN 2023) (Applies in lieu of DEC 2022)

252.225-7058 POST-AWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA (JAN 2023) (Applies in lieu of Aug 2022)

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JAN 2023) (Applies in lieu of Dec 2022)

252.227-7013, ALT I RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (Jun 1995)
(Alternate I 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.)

252.227-7020 RIGHTS INSPECIAL WORKS (JUN 1995)

252.227-7021 RIGHTS IN DATA -- EXISTINGWORKS (MAR 1979)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966) (Applies to all subcontracts which require the delivery of drawings.)

252.227-7038, ALT I - PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (Dec 2007)

252.229-7006 VALUE ADDED TAX EXCLUSION(UNITED KINGDOM) (DEC 2011)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEPT 2015)

252.235-7000 INDEMNIFICATION UNDER 10 U.S.C. 3861 - FIXED PRICE (DEC 2022)

252.236-7000 MODIFICATION PROPOSALS -- PRICE BREAKDOWN (DEC 1991)

252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JAN 2023) (Applies to all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)

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 RESOURCES (JAN 2023) (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) (Applies to all subcontracts which require securing telecommunications.)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) (Applies to all subcontracts over \$150,000.)

252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEVIATION 2022-O0006) (NOV 2021) (Applies if the subcontract will involve the use of government property subject to this clause.)

NMCARS Clauses

5252.223-9000 DON ADDITIONAL SAFETY REQUIREMENTS APPLICABLE TO SPECIFIED GOVERNMENT FURNISHED AMMUNITION AND EXPLOSIVES (Oct 1997)