



Government or the Prime Contract Contracting Officer or duly authorized representative, including but not 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

Full Text Clauses

Section D Clauses:

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

1. Packaging

In addition to the requirements specified elsewhere in this contract, the supplies to be utilized by the Contractor in the performance of this contract 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 transshipment; NAVSUPPUB 505 for shipment via Military Aircraft Command (MAC); and Department of Transportation (DOT) regulations for commercial shipments.

2. Marking

In addition to the requirements specified elsewhere in the contract, 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 H Clauses Special Contract Requirements:

SSP H-2 Employment of Government Personnel or Former Government Personnel (Feb 2015)

(Applicable for all purchase orders/subcontracts.)

1. For purposes of this clause:

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

Flowdowns for Prime Contract N00030-20-

Flowdowns for Prime Contract N00030-20-C-

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

(b) Integrated Baseline Review (IBR).

nt 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

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.

Flowdowns for Prime Contract N00030-20-C-

(v) It

(e) Use of IMP and IMS. The Government shall use the IMP and IMS to evaluate contract performance with cost and schedule constraints. The Contractor shall report on program progress in accordance with the IMP at each program

Flowdowns for Prime Contract N00030-20-C- |

02/13/2020

Flowdowns for Prime Contract N00030-20-C-**SSP H-21.3 Protection and Marking of Strategic Systems Programs (SSP) Controlled Unclassified Information (Dec 2019)** (Applicable for all purchase orders/subcontracts.)

1. SSPINST 5510.38, "Protection and Marking of Strategic Systems Programs (SSP) Controlled Unclassified
2. As stated in the SSPINST, SSP has determined that the below list is representative of the types of controlled
 - (a) Procurement and Acquisition CUI, including general procurement and acquisition information, small business research and technology information, and source selection information;
 - (b) Proprietary Business CUI, including general proprietary business information;
 - (c) Privacy CUI, including CIVPERS/Personally Identifiable Information (PII) and MILPERQ)-4(f)7(i)-4(ab)9(1)-4(e)5(

Flowdowns for Prime Contract N00030-20-C-

Flowdowns for Prime Contract N00030-20-C-

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.

SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (Feb 2019) (Applicable for all purchase orders/subcontracts.)

1. It is contracting information that will be provided to, or developed by, the Contractor during contract performance. It is _____ t the proprietary rights of third-party contractors whose data the Contractor may receive in the performance of the contract.

02/13/2020 |

Document No. FBM117, Rev. 2 |

Flowdowns for Prime Contract N00030-20-C- |

Flowdowns for Prime Contract N00030-20-C-

(b) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-

as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)

(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

(2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2 million.

FAR 52.230-2, Cost Accounting Standards (DEVIATION) (May 2018) (The version of the clause in DoD Class Deviation [2018-O0015](#) applies in lieu of the standard FAR version of the clause.)

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

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

performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes [)JTJET@T6Q.009.0057>4010.0000098ces iTh0 1 72.024 566.86 Tm0 g0 G[(-3(1))-3(B)4(e)9(f)-3(or)7(e)9(m)-4

Flowdowns for Prime Contract N00030-20-C-

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

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

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

52.250-1, Indemnification Under Public Law 85-804 (Apr 1984) and Alternate I (Apr 1984) (The indemnification provided by this clause apply only to the extent that indemnification is provided by the Government. In no event shall Lockheed Martin be liable to the Seller for any portion of the indemnity provided by this clause. Communication between the Contracting Officer and Seller shall be made through Lockheed Martin.)

DFARS Clauses

252.203-7003, Agency Office of the Inspector General (Aug 2019)

252.203-7004, Display of Hotline Posters (Aug 2019)

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

252.204-7004, Antiterrorism Awareness Training for Contractors (Feb 2019) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where performance requires routine physical access to a Federally-controlled facility or military installation.)

252.204-

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. The blank in the clause is completed with the following: TBD.)

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.)

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

252.211-7007, Reporting of Government-Furnished Property (Aug 201

Flowdowns for Prime Contract N00030-20-C- |

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.)

252.219-7003, Small Business Subcontracting Plan (DOD Contracts) (May 2019)

252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Sep 2014)
(Applicable for all purchase orders/subcontracts that require, may require, or permit a Seller

