

Document No. FBM118, Rev. 0

Flowdowns for Prime Contract N00030-19-C-0039, FY '19 Naval Industrial Reserve Ordnance Plant (NIROP) Capital Maintenance

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

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- (a) an understanding or agreement between the Contractor and anyone other than the Contracting Officer;
 - (b) a purported modification or change order issued by anyone other than the Contracting Officer;
 - (c) a promise by anyone other than the Contracting Officer to provide additional funding or make payments;
- or
- (d) an order, direction, consent, or permission from anyone other than the Contracting Officer to:
 - (i) incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or
 - (ii) expend hours in excess of a specified level of effort.

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:

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writing to the Contracting Officer. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.

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

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

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

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

SSP H-10 Subcontracting Plan (May 2000)

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

SSP H-14 Non-Disclosure Agreements (Sep 1990) (Applicable for all purchase orders/subcontracts.)

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

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

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

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52.216-7, Allowable Cost and Payment (Aug 2018) and Alternate I (Feb 1997) (Alternate I will also apply.)

52.219-9, Small Business Subcontracting Plan (DEVIATION) (Apr 2018) (The version of the clause in DoD Class Deviation [2018-00018](#) applies in lieu of the standard FAR version of the clause.)

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52.230-3, Disclosure and Consistency of Cost Accounting Practices (DEVIATION) (Jul 2018) (The version of the clause in DoD Class Deviation [2018-O0015](#) applies in lieu of the standard FAR version of the clause.)

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

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

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

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

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

52.236-13(en)-2.5(t)-4.5(r)-4.2(d)10.417.3(s)aa5t,.2(e)2iLockn8.7(d 95e)2ics fn.6(o)-3

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