

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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

**Full Text Clauses**

**Section 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

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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

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

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

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

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

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

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

**SSP H-5 Enterprise-Wide Contractor Manpower Reporting (Nov 2017)** (Applicable for all purchase orders/subcontracts that involve the performance of services as defined below. Communications with the Government under this clause will be made through Lockheed Martin.)

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

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

- (1) W, Lease/Rental of Equipment;

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

(2) X, Lease/Rental of Facilities;

(3) Y, Construction of Structures and Facilities;

(4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;

(5) S, Utilities ONLY;

(6) V, Freight and Shipping ONLY.

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

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

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

1. For purposes of this contract, "organizational conflict of interest" means the definition of that term in FAR Part 2.
2. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest. If the Contractor discovers an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict.
3. The Contractor shall ensure that the requirements of this clause are incorporated in all subcontracts, at all tiers, and all other agreements which relate to the performance of this contract.

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

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

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

**SSP H-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

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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

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

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

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

3. The following definitions apply:

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

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

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

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

(3) ALSC Wood Packaging Material Enforcement Regulations;

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

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

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

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

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

defense services to the Government of the United Kingdom and United Kingdom contractors. Subcontracts that intend to utilize the ITAR exemption at 22 CFR 126.6(c)(6) must include the applicable information required by 22 CFR 126.6(c)(6)(i), as set forth below:

- a. The scope of the defense service to be transferred: The scope is described in Section C of the contract.
- b. The FMS case identifier: "UZ-P-BAR" - Polaris Sales Agreement of April 6, 1963 (TIAS 5313), as amended by the Trident Weapon System Agreement of October 19, 1982 (TIAS 10549).
- c. The foreign recipients of the defense service: Government of the United Kingdom and United Kingdom contractors participating in the Trident II D5 program.
- d. Other United States or foreign parties that may be involved and their roles/responsibilities: Potential recipients of defense services include the United States Navy (provider of program management and technical oversight) and contractors and subcontractors participating in the Trident II D5 program (providers of supplies or services).
- e. Specified period of duration in which the defense service may be performed: The period is described in Section C, Section F, exhibits, and/or attachments of this contract.

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

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

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

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

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

1. This clause applies only to contract line items to which the Earned Value Management System clause, Defense Federal Acquisition Regulation Supplement (DFARS) 252.234-7002, applies. The contract line items to which this clause applies are referred to below as "the CLINs."
2. The following is hereby inserted into the statement of work of the CLINs:

(a) Contractor Integrated Performance Management. The Contractor shall establish, maintain, and use in the performance of this contract an integrated performance management system. Central to this integrated system shall be an Earned Value Management System (EVMS) in accordance with DFARS 252.234-7001, DFARS

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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

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

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

(d) Integrated Master Schedule (IMS)

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

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

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

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

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

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



**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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

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

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

<u>Applicable Documents</u>	<u>Title and Tailored Application</u>
MIL-STD-881C	Work Breakdown Structure for Defense Material Items
DI-MGMT-81334D	Contract Work Breakdown Structure

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

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

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

<u>Applicable Documents</u>	<u>Title and Tailored Application</u>
DFARS 252.234-7002	Earned Value Management Systems – All
SSPINST 7720.4	Earned Value Management Systems and Schedule Requirements for Contracts

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

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

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

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

**SSP H-19 Government-Furnished Property (Sep 2008)**

1. The government-furnished property available for use in accordance with the "Government Property" clause is the following: (a) the government-furnished property (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:

- N00030-15-C-0100
- N00030-16-C-0100
- N00030-17-C-0100
- N00030-18-C-0100
- N00030-19-C-0100
- All future P&DSS Contracts

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

**SSP H-20 Residual Material (Sep 2008)**



Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

1. This clause applies separately to each fixed-price-incentive contract line item. Such contract line item is referred to below as “the CLIN.”
2. For purposes of this clause—
  - (a) “costs” has the same meaning as “costs” in the Incentive Price Revision – Firm Target clause (“the IPR clause”);
  - (b) “CLIN material” means material, other than Government-furnished material, that the Contractor must acquire to perform the CLIN (including, but not limited to, all units of any economic order quantity); and
  - (c) “residual material” or “RM” means acquired CLIN material that is not incorporated into a deliverable, consumed, or expended in performance.
3. The Contractor shall purchase all CLIN material.
4. Costs of RM, which are included in the Contractor’s statement of incurred costs submitted in accordance with the IPR clause, shall be considered a direct item of cost under the contract and included in the CLIN’s total final negotiated cost in accordance with the IPR clause.
5. Title to all RM, whose costs have been included in the CLIN’s total final negotiated cost, shall vest in the Government in accordance with the Government Property clause.
6. With the approval of the Contracting Officer, such RM may be transferred to one or more other contracts (“the gaining contracts”) 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 RM.
7. If the parties of this contract are also the parties of a gaining contract—
  - (a) the gaining contract shall be modified to identify the transferred RM;
  - (b) the transfer of RM shall not affect the contract amounts of the gaining contract, if the parties negotiated the gaining contract in contemplation of such RM being furnished by the Government; and
  - (c) the transfer of RM 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 RM being furnished by the Government.
8. The Contractor shall maintain auditable records of inventories and transfers of RM. The Contractor shall conduct a physical inventory at contract completion unless waived in accordance with applicable regulations.

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

1. If, at the time of contract award, the law, Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Navy Marine Corps Acquisition Regulation Supplement (NMCARS), any

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

other regulation, or an authorized deviation from the FAR, DFARS, or NMCARS requires the inclusion of a provision, a clause, or other language in this contract, but such provision, clause, or language has not been included, the government may unilaterally modify the contract at any time to include such provision, clause, or language.

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

**SSP H-21.1 Indemnification Supplement (Oct 2017)** (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 Contractor for any portion of the indemnity provided by this clause. Communication between the Contracting Officer and Contractor shall be made through Lockheed Martin.)

1. If the "Indemnification Under Public Law 85-804" clause is included in this contract, the definition(s), terms, and conditions, which are specified in the Secretary of the Navy's memorandum (including any attachment) authorizing indemnification under Public Law 85-804 for this contract, are hereby incorporated by reference in and apply to this contract. A copy of such memorandum (minus any attachment) is attached to this contract.

2. If the "Indemnification Under 10 U.S.C. 2354 -- Fixed Price" clause and/or "Indemnification Under 10 U.S.C. 2354 -- Cost Reimbursement" clause is included in this contract, the definition(s), terms, and conditions, which are specified in the Deputy Assistant Secretary of the Navy's memorandum authorizing indemnification under 10 U.S.C. 2354 for this contract, are hereby incorporated by reference in and apply to this contract. A copy of such memorandum is attached to this contract.

**SSP H-21.2 Disclosure, Use, and Protection of Proprietary Information (Feb 2019)** (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 a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the terms and conditions herein.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)****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 Information" ("the SSPINST") is hereby incorporated by reference into this contract.
2. As stated in the SSPINST, SSP has determined that the below list is representative of the types of controlled unclassified information ("CUI") managed by SSP:
  - (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 MILPERS records information;
  - (d) International Agreements and Foreign Government Information (FGI) CUI, including U.S.-UK Polaris Sales Agreement considered by the UK to contain "UK Official," "UK Official-Sensitive," or "UK Official-Sensitive/PSA information," as well as other types of international agreements information;
  - (e) Export Controlled CUI, including, but not limited to, information controlled by the International Traffic in Arms Regulations (ITAR);
  - (f) Legal CUI, including patent information and legal privilege information;
  - (g) Nuclear CUI, including DoD Unclassified Controlled Information (DoD UCNI); and
  - (h) Defense CUI, including controlled technical information (CTI) and Defense Critical Infrastructure Information (DCRIT).
3. With respect to any of the above CUI or other CUI that is in this contract or generated or transmitted as a result of this contract, the Contractor, in addition to complying with existing applicable legal or regulatory requirements for the protection of specific types of CUI, shall mark and protect such CUI in accordance with the SSPINST, except-
  - (a) to the extent this contract specifies a stricter marking or protection requirement, in which case the stricter requirement shall apply; or
  - (b) to the extent the parties agree that a Defense Acquisition Regulation Supplement (DFARS) clause in this contract specifies a marking or protection requirement that is inconsistent with the SSPINST, in which case the DFARS clause requirement shall apply.
4. The requirement of paragraph 3 above shall take precedence over any other SSP requirement or policy concerning the marking or protection of CUI.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)****SSP H-22 Disclosure of Planning, Programming, Budgeting, and Execution (PPBE) Information (Sep 2008)** (Applicable for all purchase orders/subcontracts.)

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

## (a) Planning Documents and Data Sources

- (1) Defense Strategy
- (2) Strategic Planning Guidance

## (b) Programming Documents and Data Sources

- (1) Joint Programming Guidance
- (2) Fiscal Guidance (when separate from Strategic Planning or Joint Programming Guidance)
- (3) Program/Budget displays generated through the Program Data Requirements process
- (4) Program Objective Memorandum/Budget Estimate Submission Future Years Defense Plan (POM/BES FYDP) documents and associated Office of the Director, Program Analysis & Evaluation (OD, PA&E) data systems such as the Defense Programming Database Data Warehouse

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

- (i) Issue Outlines
- (ii) Program Change Proposals
- (iii) Issue Papers/Briefings
- (iv) Issue Summaries

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

## (7) Tentative Issue Decision Memoranda

## (8) Program Decision Memoranda

## (9) Cost Analysis Improvement Group Independent Cost Estimates

## (c) Budgeting Documents and Data Sources

## (1) Component budget submissions, including:

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

- (i) Budget Change Proposals
- (ii) Budget Estimate Submissions
- (iii) Justification material in support of a component's submission

(2) PPBE decision documents, including:

- (i) Program Budget Decisions
- (ii) Management Initiative Decisions

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

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

(5) DD 1414, "Base for Reprogramming Action"

(6) DD 1416, "Report of Programs"

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

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

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

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

6. Nondisclosure Certificate: see the following page.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

Attn: PPBE Administrator

**PPBE INFORMATION ACCESS  
NONDISCLOSURE CERTIFICATE**

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

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

**User Information:**

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

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

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

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

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

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

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

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

**H-31 Indemnification (U.K.) (Sep 2009)** (Applicable if this purchase order/subcontract is a procurement on behalf the United Kingdom.)

1. This clause 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. 2354" clause in this contract.

2. For purposes of this clause:

(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 clause, 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 clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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 clause 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 clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause 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 clause;

(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 clause 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 clause.

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 clause 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.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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 the Government's 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 Government's 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:

- (a) Northrop Grumman
- (b) L-3 Harris IEC
- (c) Draper Laboratory
- (d) Sandia National Laboratory
- (e) BAE Systems
- (f) Boeing
- (g) Peraton Laboratory
- (h) Systems Planning and Analysis
- (i) Battelle
- (j) EMCUBE
- (k) John Hopkins University Applied Physics Laboratory
- (l) Mathematical Analytical Research Corporation

4. The Contractor agrees to enter into agreements with the third-party contractors identified above to: (a) protect

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

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 clause. The Contractor shall provide a properly executed copy of such agreement(s) to the Contracting Officer in accordance with FAR 9.505-4 within 180 days of contract award.

5. The Contractor agrees to include in each subcontract a clause 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 contractor's 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.

**H-33 Addition or Substitution of Key Personnel** (Applicable for all purchase orders/subcontracts where key personnel are Seller employees.)

(a) The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any planned changes in key personnel positions identified in Section C, or within fifteen (15) calendar days in the event of an unexpected exit of key personnel.

(b) When replacing key personnel the Contractor shall adhere to the following:

(1) The proposed replacement's qualifications are equal to or better than the qualifications of the person being replaced; or

(2) The proposed additional person's qualifications are equal to or better than the core capabilities of this contract.

(c) All notifications submitted pursuant to this clause, must include:

(1) The incumbent's name and departure date; and either

(i) The qualifications summary for the proposed substitute; or

(ii) The minimum qualifications for a substitute, if one has not been identified yet.

(d) This clause does not, in any way, abrogate the Contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)****Section I Clauses – Contract Clauses:**

**FAR 52.215-12, Subcontract Certified Cost or Pricing Data (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 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 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such 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 awarding any subcontract expected to exceed \$750,000 prior to July 1, 2018, or modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

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

(b) 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 (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either –

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data--Modifications (DEVIATION [2018-O0015](#)).

**FAR 52.215-13, Subcontract Certified Cost or Pricing Data--Modifications (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.)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million; and

(2) Be limited to such modifications.

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

(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 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such 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 Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

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

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost



Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

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

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

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

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

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

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

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

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)****FAR Clauses****52.203-7, Anti-Kickback Procedures (May 2014)**

**52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018)** (The version of the clause in DoD Class Deviation [2018-O0018](#) applies in lieu of the standard FAR version of the clause.)

**52.222-50, Combating Trafficking in Persons (Jan 2019)**

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

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

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

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

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

**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.")

**52.232-39, 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.)

**52.239-1, 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.)

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

**52.244-6, Subcontracts for Commercial Items (Aug 2019)**

Document No. FBM117, Rev. 2

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

**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.)

**252.204-7010, 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. 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 2012)** (Applicable if Seller will be in possession of Government property for the performance of this purchase order/subcontract.)

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

**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 access to a DoD installation. "Government" means "Lockheed Martin and Government.")

**252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Apr 2019)**

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

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

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

**252.234-7004, Cost and Software Data Reporting System--Basic (Nov 2014)** (Applicable if this purchase order/subcontract is in excess of \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin.")

**252.235-7001, Indemnification Under 10 U.S.C. 2354 -- Cost Reimbursement (Dec 1991)** (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.)

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

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

**Flowdowns for Prime Contract N00030-20-C-0101, FY '20 TRIDENT II Life Extension 2 (D5LE2)**

**252.239-7000, Protection Against Compromising Emanations (Oct 2019)** (Applicable if classified work is required. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

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

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

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

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

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

**252.247-7023, Transportation of Supplies by Sea (Feb 2019)**

**252.249-7002, Notification of Anticipated Contract Termination or Reduction (May 2019)**

**NMCARS Clause**

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