

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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:

DISTRIBUTION STATEMENT F.

In accordance with DoD Instruction 5230.24 and the Office of the Under Secretary of Defense Memorandum Use of Distribution F for Conventional Prompt Strike Program, dated March 11, 2019, all documents and materials that describe or in any way reference any aspect of the CPS program shall apply the following distribution statement on the cover of the document:

DISTRIBUTION STATEMENT F. Further dissemination only as directed by Assistant Director for Hypersonics Office (OUSD(R&E)/DDR&E(AC)/AD Hypersonics), 11 March 2019, or higher DoD authority. Forward requests to the Director of Defense Research and Engineering (Advanced Capabilities), 3015 Defense, Pentagon, Washington DC 20301-3015, or higher authority.

AND, every page or briefing slide shall contain the following:

DISTRIBUTION STATEMENT F. Further dissemination only as directed by Assistant Director for Hypersonics Office (OUSD(R&E)/DDR&E(AC)/AD Hypersonics), 11 March 2019, or higher DoD authority.

Section G Clauses:

SSP G-1 Payment Instructions (Mar 2018)

1. *Payments of Fixed Fee.* The following applies for each cost-plus-fixed-fee contract line item number (CLIN) (if any), subject to the Fixed Fee clause, FAR 52.216-8: The Government shall pay the fixed fee in installments. The Government shall pay an installment at the time of a payment to reimburse allowable costs. An installment shall equal the amount that bears the same proportion to the fixed fee of the CLIN as such payment to reimburse allowable costs bears to the estimated cost of the CLIN.

2. *Payments of Incentive Fee.* The following applies for each cost-plus-incentive-fee CLIN (if any), subject to the adjustment provisions and other provisions of the Incentive Fee clause, FAR 52.216-10:

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(a) The Government shall pay the incentive fee described in paragraph (e) of the Incentive Fee clause in installments. The Government shall pay an installment at the time of a payment to reimburse allowable costs. Except as indicated in paragraph (b) below, an installment shall equal the amount that bears the same proportion to the target fee of the CLIN as such payment to reimburse allowable costs bears to the target cost of the CLIN.

(b) If the contract establishes a maximum billable fee for the CLIN, delete "target fee" in paragraph (a) above and insert "maximum billable fee". If the contract establishes an estimated cost for the CLIN, delete "target cost" in paragraph (a) above and insert "estimated cost".

Section H Clauses

252.235-7001, INDEMNIFICATION UNDER 10 U.S.C. 2354 -- COST REIMBURSEMENT (Dec 1991)
(Applicable only to subcontract made under CLIN 0003 of this contract to Northrop Grumman Systems Corporation for Solid Rocket Motor, Serial Number WS005)

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

1. For purposes of this clause:

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

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

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

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

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

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

arises as to the existence of such a conflict, appearance of a conflict, or violation, the offeror or contractor has the burden of establishing that no such conflict, appearance of a conflict, or violation exists.

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

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

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

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

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

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

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

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

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

- (a) The Contractor shall perform the contract in accordance with the proposal, as amended, which the Contractor submitted in response to the solicitation. Such proposal is hereby incorporated by reference in this contract. In resolving any inconsistency, such proposal shall be given precedence after "the specifications" in the order of precedence described in the "Order of Precedence -- Uniform Contract Format" clause.
- (b) The award of this contract is based on the Contractor's proposal. If the Contractor's proposal included resumes of persons whom the Contractor proposed to assign to this contract, the Contractor shall assign such persons to the contract and shall not substitute others for such persons except as provided in this clause.

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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

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

SSP H-9 Increase in Level of Effort (Jan 2008) (Applicable if this purchase order/subcontract is a level-of-effort purchase order/subcontract.)

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

2. *CPFF CLIN.*

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

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

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

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

- 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:

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

$$\text{NEC} = (\text{NLOE}/\text{CLOE}) \times \text{CEC}$$

$$\text{NFF} = (\text{NLOE}/\text{CLOE}) \times \text{CFF}$$

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:

$$\text{IEC} = (\text{ILOE}/\text{LOE}) \times \text{EC}$$

$$\text{ITC} = (\text{ILOE}/\text{LOE}) \times \text{TC}$$

$$\text{ITF} = (\text{ILOE}/\text{LOE}) \times \text{TF}$$

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

$$\text{IMF} = (\text{ILOE}/\text{LOE}) \times \text{MF}$$

$$\text{IMXF} = (\text{ILOE}/\text{LOE}) \times \text{MXF}$$

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.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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. *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.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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

SSP H-10 Subcontracting Plan (May 2000)

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

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

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

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

3. The following definitions apply:

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

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

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

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

(3) ALSC Wood Packaging Material Enforcement Regulations;

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

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System**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 FAR 52.228-5 is applicable to this purchase order/subcontract.)

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 2020) (Applicable if DFARS clause 252.234-7002 is applicable to this purchase orders/subcontract.)

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

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

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

(c) Integrated Master Plan (IMP). The IMP is a mandatory event-based plan depicting the overall structure of the program and the key processes, activities, and milestones. It defines accomplishments and criteria for each event. The Contractor shall manage the execution of the program using the IMP and the associated IMS as day-to-

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

today 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 will 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 will be extended and expanded as the contract or agreement unfolds and additional insight is needed (for example, rolling wave detail planning or scope changes).

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

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

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

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

(f) Contract Work Breakdown Structure (CWBS). The Contractor shall maintain the CWBS and dictionary in accordance with DI-MGMT-81334D using MIL-STD-881C per the CDRL. The CWBS shall provide the basis for further extension by the Contractor to lower levels during the performance of the contract. The Contractor shall extend the CWBS to the appropriate level required to provide adequate internal management, surveillance, and performance measurement, regardless of the reporting level stipulated in the contract for Government visibility. The Contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, schedule and technical performance status to the Government. The Contractor shall analyze the system requirements generated and translate them into a structure representing the products and services that comprise the entire work effort commensurate with the acquisition phase and contract requirements. The Contractor's team or organizational entity responsible for the systems engineering of the system shall prepare the technical elements of the extended CWBS. The Contractor shall update the CWBS during the execution of the contract. More

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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-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 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.

<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-18 Technical Instructions (Dec 2020)

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(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 clause shall be construed to excuse the Contractor from performing the contract work that is not affected by the purported technical instruction.

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

SSP H-19 Government-Furnished Property and Other Government-Furnished Support (Nov 2020)

1. As used in this clause, "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:

See Section J, Exhibit B

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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.

SSP H-20 Residual Material (Sep 2008)

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.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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 (March 2010) (Applicable for all purchase orders/subcontracts.)

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

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

SSP H-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.

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:

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(a) Planning Documents and Data Sources

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

(b) Programming Documents and Data Sources

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

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

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

- (6) Proposed Military Department Program Reductions (or Program Offsets)
- (7) Tentative Issue Decision Memoranda
- (8) Program Decision Memoranda
- (9) Cost Analysis Improvement Group Independent Cost Estimates

(c) Budgeting Documents and Data Sources

(1) Component budget submissions, including:

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

(2) PPBE decision documents, including:

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(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. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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: _____

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

SSP H-30 Indemnification Savings (10 U.S.C. 2354) (Feb 2020) (Applicable only to subcontract made under CLIN 0003 of this contract to Northrop Grumman Systems Corporation for Solid Rocket Motor, Serial Number WS005)

If the Contracting Officer is authorized to include a clause in this contract that indemnifies the Contractor in accordance with 10 U.S.C. 2354, the Contracting Officer shall modify the contract to include such a clause and the authorized risk definitions without requiring additional consideration from the Contractor.

The contractor may continue to pursue approval of indemnification after contract award. If the Secretary of the Navy (or the Secretary’s designee) allows indemnification approval under this contract, the Contracting Officer will process the Contractors request in accordance with NMCARS Part 5235.070.

Unless indemnification is authorized, there will be no changes to the contract under this clause.

SSP H-32 Authorization for Access to Third-Party Proprietary Information Required for Contract Performance (Feb 2019) (Applicable if Seller requires access to third-party proprietary information in the performance of this purchase order/subcontract.)

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:

- 3rd Party (Non-Sub) Contractors
- AvMC
- BAE
- General Atomics
- Dynetics
- Southern Research
- Systems Planning & Analysis (SPA)

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

Science Applications International Corporation (SAIC)
 Progeny
 Peraton
 Hana
 EMCUBE
 Honeywell
 MITRE
 GDEB
 Tech pride

Labs

Applied Physics Lab - Johns Hopkins
 Lawrence Livermore National Lab
 Sandia National Lab

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 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 90 days of the date of execution of PZ0023.

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.

SSP H-34 CROSS-UTILIZATION OF GOVERNMENT PROPERTY (GP) ON SSP CONVENTIONAL PROMPT (Jun 2023) (Applicable if this purchase order/subcontract requires Government Property)

(1) The Contractor shall comply with the management and accountability requirements set forth in FAR 52.245-1, Government Property.

(2) Cross Utilization will not interfere with the execution (in terms of cost, schedule, or performance) of the Originating Contract. In the event of a usage conflict, the Originating Contract maintains the right to use

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

the GP.

3) Since scheduling the Cross Utilization of GP accountable to the Authorized Contracts is controlled by the Contractor, no claim for late delivery or unavailability will be recognized by the Government as described under FAR 52.245-1(d).

(4) For the Cross Utilization of any GP between contracts identified within this SSP H-33 text, the following shall apply:

- (i) The cross utilized GP will be used on a rent-free non-interference basis.
- (ii) All property will be kept in a high state of operational readiness through regular use, to include any maintenance and calibration as required.
- (iii) No modifications, alterations, or cannibalization may occur to the GP without prior written approval by the Originating Contracting Officer.
- (iv) During cross utilization, the Gaining Contract assumes the risk for loss, damage, destruction, or theft of property during the periods of use identified in the RFNIU notification document sent to the Government in (d)(5) below.
- (v) Costs for refurbishment, repair or replacement of GP are borne by the contract for which the Cross Utilization is authorized.
- (vi) During Cross Utilization, the Gaining Contract is responsible for all costs associated with removing, transporting from store (if needed), cleaning and preserving property for storage, and returning the property to the designated storage once the GP is no longer needed.

(5) The Contractor shall submit a Rent-Free Non-Interference Use (RFNIU) notification document to the Government at least 24 hours in advance of the start of any Cross Utilization, to identify to the Government the specific GP being cross utilized. The RFNIU notification document shall include, at a minimum: Dates of Cross Utilization, confirmation of Contractor management approval of the request, current location of GP as well as Cross Utilization location, a description of the GP, acquisition cost of the GP, serial number and/or IUID number of the property. An ACO or PCO response is not required for the Contractor to proceed with the cross-utilization of the GP, as provided within this text.

(e) General

- (1) This text only gives the Contractor the authority to cross utilize GP amongst the listed contracts herein. This text does not give the Contractor the authority to Transfer GP to any other contract without specific, written Government approval.
- (2) The Government may revoke authorization provided under this text at any time and require the Contractor to follow the formal process outlined in FAR 52.245-9, Use and Charges, when requesting to cross utilize GP on an RFNIU basis.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System**Section I Clauses:**

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (Mar 2016) (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, requires the Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data Matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

None

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

None

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number ----.

None

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

None

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(vi) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number);

and

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (Jun 2015) (Applicable if this purchase order/subcontract involves travel or performance outside the United States.)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [NCIS, Code 21; DSN 228-9077.]

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (Mar 2000) (Applicable for all purchase orders/subcontracts that require the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or Government.")

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

FAR Clauses

52.203-7, Anti-Kickback Procedures (Jun 2020)

52.204-18, Commercial and Government Entity Code Maintenance (Aug 2020) (Seller shall maintain their CAGE code(s) throughout the life of the purchase order/subcontract.)

52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023)

52.219-9, Small Business Subcontracting Plan (Jun 2020) and Alternate III (Jun 2020) (Alternate III will also apply to this purchase order/subcontract.)

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

52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020)

52.223-3, Hazardous Material Identification And Material Safety Data (Feb 2021)

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

devices, printers, and scanners), acquired by the Seller for use in performing services at a Federally controlled facility; furnished under the prime contract for use by the Government.)

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

52.223-15, Energy Efficiency in Energy – Consuming Products (May 2020) (Applicable if Seller will be delivering energy consuming products to the Government, acquired by the Contractor for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

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

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

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

52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021)

52.227-1, Authorization and Consent (Jun 2020) and Alternate I (Apr 1984) (Alternate I will also apply.)

52.228-3, Workers' Compensation Insurance (Defense Base Act) (Jul 2014) (Applicable if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

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.")

52.232-17, 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.)

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

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

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

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.)

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

52.246-9, Inspection of Research and Development (Short Form) (Apr 1984) (Applicable if Seller has a fixed price purchase order/subcontract that is for research and development. "Government" means "Lockheed Martin and the Government.")

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.)

DFARS Clauses

252.203-7004, Display of Hotline Posters (Aug 2019) (This clause is applicable to procurements for purchase orders/subcontracts, except procurements for commercial items.)

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.")

252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (Oct 2016) (This clause is applicable to solicitations for purchase orders/subcontracts, including solicitations for commercial items.)

252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016)

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System

for all purchase orders/subcontracts that are subject to the provisions of the U.S.-International Atomic Energy Agency Additional Protocol.)

252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2021)**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 equal or exceed both the cost or pricing data threshold and 10 percent of the value of the contract under which the purchase orders/subcontracts are awarded; or \$55 million.)

252.211-7006, Passive Radio Frequency Identification (Dec 2019) (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, including purchase orders/subcontracts for commercial items.)

252.211-7008, Use of Government-Assigned Serial Numbers (Sep 2010) (Applicable for all 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) (May 2019) (Applicable if Seller participates in the DoD test program described in DFARS 219.702.)

252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials--Basic (Sep 2014) (Applicable for all purchase orders/subcontracts that require, may require, or permit a subcontractor access to a DoD installation. "Government" means "Lockheed Martin and Government.")

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.)

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

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

Document No. SMD039, Rev. 4

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System**252.227-7013, Rights in Technical Data--Noncommercial Items (Feb 2014) and Alternate II (Mar 2011)**

(Alternate II will also apply if this purchase order/subcontract is for the development or delivery of a vessel design or any useful article embodying a vessel design.)

252.234-7002, Earned Value Management System (DEVIATION) (Sep 2015) (The version of the clause in DoD Class Deviation 2015-O0017 applies in lieu of the standard DFARS version of the clause. Applicable if Seller is listed in paragraph (k) of this clause in the prime contract. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

252.235-7003, Frequency Authorization - Basic (Mar 2014)

252.235-7011, Final Scientific or Technical Report (Dec 2019) (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 contractor personnel to interact with detainees in the course of their duties.)

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).)

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

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

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

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

252.244-7000, Subcontracts for Commercial Items (Jan 2021)**252.244-7001 ALT I, Alternate I - Contractor Purchasing System Administration (May 2014)**

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 FAR 52.245-1, Government Property. "Contracting Officer" means "Lockheed Martin.")

Document No. SMD039, Rev. 4 |

Flowdowns for Prime Contract N00030-19-C-0025, Intermediate Range Conventional Prompt Strike (IR CPS) Weapon System |

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

252.247-7024, Notification of Transportation of Supplies by Sea (Mar 2000) |