

Document No. FBM118, Rev. 0

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

Where necessary, to identify the applicable parties under the following clauses, “Contractor” shall mean “Seller,” “Contracting Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “Government” means “Lockheed Martin.” However, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized 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 G Clause:

SSP G-2 Contract Authorities (Sep 2016)

1. *Applicability.* This clause applies only if this contract is with one of the following or its divisions: Orbital ATK Launch Systems, Boeing, Draper Laboratory, General Dynamics, Honeywell, Interstate Electronics Corporation, Litton, Lockheed Martin, Northrop Grumman, and Raytheon.

2. *Contract Administration.* The contract administration office is authorized to approve contractor category D waivers as defined in SSPINST 4200.1 and OD 40825, unless this authority is specifically withheld. Approval of all other waivers and deviations from contractual requirements is not authorized except to the extent delegated by official correspondence from either the Director, Strategic Systems Programs (DIRSSP) or the Procuring Contracting Officer. Except as modified by separate delegations from the DIRSSP, normal contract administration functions will be performed in accordance with FAR 42.302.

3. *Programmatic and Technical.* The Program Management Office (PMO), SSP has been designated as the on-site representative of the DIRSSP with delegated authorities on programmatic and technical requirements on the Fleet Ballistic Missile Weapon System / Strategic Weapon System. Guidance regarding programmatic and technical requirements shall be provided to the contract administration services component by the PMO in accordance with DFARS 246.103, as necessary.

Section H Clauses:

SSP H-1 Authority (Jan 2008) (Applicable for all purchase orders/subcontracts.)

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.
2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.
3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

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

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

1. For purposes of this clause:

(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 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.

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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;
- (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 Conflict 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

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

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

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

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

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

SSP H-10 Subcontracting Plan (May 2000)

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

SSP H-14 Non-Disclosure Agreements (Sep 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-17 Strategic Weapons Systems Network (SWSNET) Requirements (Aug 2012) (Applicable if this purchase order/subcontract involves connecting with SWSNET.)

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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-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.

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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), SSP 5252.252-9750 (Applicable for all purchase orders/subcontracts, as required.)

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 (May 2018) (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. 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.

FAR Clauses

52.203-7, Anti-Kickback Procedures (May 2014)

52.215-12, Subcontractor Certified Cost or Pricing Data (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.)

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

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

52.222-6, Construction Wage Rate Requirements (Aug 2018) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-7, Withholding of Funds (May 2014) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States. "Contracting Officer" means "Lockheed Martin.")

52.222-8, Payrolls and Basic Records (Aug 2018) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-9, Apprentices and Trainees (Jul 2005) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-10, Compliance with Copeland Act Requirements (Feb 1988) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-11, Subcontracts (Labor Standards) (May 2014) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, for construction within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

52.222-12, Contract Termination -- Debarment (May 2014) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-13, Compliance with Construction Wage Rate Requirements and Related Act Regulations (May 2014) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-14, Disputes Concerning Labor Standards (Feb 1988) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

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52.222-15, Certification of Eligibility (May 2014) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction, alterations and repairs within the United States.)

52.222-16, Approval of Wage Rates (May 2014) (Applicable if Seller will be performing construction work. "Government" means "Lockheed Martin.")

52.222-27, Affirmative Action Compliance Requirements for Construction (Feb 1999) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, that exceed \$10,000 and involve construction work.)

52.222-30, Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applicable if this purchase order/subcontract, including purchase orders/subcontracts for commercial items, is subject to the Construction Wage Rate Requirements statute and contains provision for Option(s) to extend the term of the purchase order/subcontract. "Contracting Officer" means "Lockheed Martin.")

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; 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.)

52.224-1, 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.)

52.225-9, Buy American Act -- Construction Materials (May 2014) (Applicable if the work contains other than domestic components as defined by this clause.)

52.227-4, Patent Indemnity -- Construction Contracts (Dec 2007) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction or is a fixed-price purchase order/subcontract and the scope of work includes dismantling, demolition, or removal of improvements.)

52.227-21, Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (May 2014) (Applicable if Seller will be delivering technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

52.230-2, Cost Accounting Standards (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.)

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

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

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

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

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

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

52.236-13, Accident Prevention (Nov 1991) and Alternate I (Nov 1991) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government." Alternate I will also apply.)

52.236-19, Organization and Direction of the Work (Apr 1984) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

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

52.245-9, Use and Charges (Aug 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.)

52.246-12, Inspection of Construction (Aug 1996) (Applicable for all purchase orders/subcontracts where the scope of work is for fixed-price construction and exceeds the simplified acquisition threshold. "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (g), and (i) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

52.248-3, Value Engineering -- Construction (Oct 2015) (Applicable for all purchase orders/subcontracts in excess of \$70,000 for construction. "Government" means "Lockheed Martin or the Government" except in

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paragraph (i) where the term is unchanged. "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")

52.249-6, Termination (Cost-Reimbursement) (May 2004) and Alternate I (Sep 1996) (Alternate I will also apply if this purchase order/subcontract is for construction.)

DFARS Clauses

52.204-7000, 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.")

52.211-7007, 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.)

52.219-7003, Small Business Subcontracting Plan (DoD Contracts)--Basic (DEVIATION) (Apr 2018) (The version of the clause in DoD Class Deviation 2018-O0007 applies in lieu of the standard DFARS version of the clause.)

52.223-7006 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.")

52.227-7022, Government Rights (Unlimited) (Mar 1979) (Applicable if this purchase orders/subcontracts is for architect-engineer services and for construction involving architect-engineer services.)

52.227-7033, Rights in Shop Drawings (Apr 1966) (Applicable if this purchase orders/subcontracts requires delivery of drawings.)

52.243-7002, Requests for Equitable Adjustment (Dec 2012) (Applicable for all purchase orders/subcontracts over \$150,000. "Government" means "Lockheed Martin.")

52.245-7001, 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.)

52.245-7004, 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.")

52.246-7000, Material Inspection and Receiving Report (Mar 2008) (Applicable if direct shipments will be made to the Government.)