



Flowdown Provisions
Reusable Space Transportation Systems (RSTS) Program
Research and Development

PRIME CONTRACT REQUIREMENTS

1. The following clauses of the Federal Acquisition Regulation (FAR) are incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable during the performance of this Contract. The full text of a clause may be accessed electronically at the following address: <http://www.arnet.gov/far>

- | <u>Clause Number</u> | <u>Title/Applicability</u> |
|-----------------------------|---|
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) ALTERNATE II (OCT 2001) (Applicable if this Contract equals or exceeds \$500,000 and the CONTRACTOR is not a small business; see Note 1 and Note 2, applicable to subparagraph (c) only; the CONTRACTOR's subcontracting plan is incorporated herein by reference. This clause with Alternate II is in lieu of the basic clause of the same title set forth at FAR 52.219-9.) |
| 52.227-1 | AUTHORIZATION AND CONSENT (JUL 1995) ALTERNATE I (APR 1984) (Applicable if this Contract equals or exceeds \$100,000. In the clause, in paragraph (a)(1) see Note 4, and in paragraph (a)(2)(ii) see Note 2. This clause with Alternate I is in lieu of the basic clause of the same title set forth at FAR 52.227-1.) |
| 52.227-14 | RIGHTS IN DATA –GENERAL (JUN 1987) ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) As modified by CorpDoc 3B, NASA FAR Supplement 1852.227-14 (Applicable for the delivery of data under this Contract. This clause with Alternates II and III is in lieu of the basic clause of the same title set forth at FAR 52.227-14.) |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS (JUN 1987) (Applicable if this Contract is for research, development, or demonstration work. See Notes 5 and 6.) |
| 52.230-5 | COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTIONS (APR 1998)(Applicable if this is a CAS covered Contract with an educational institution, except where Federally Funded Research and Development Centers are operated by the institution, in which case full CAS coverage applies (See 52.230-2). "United States" means "United States or Lockheed Martin." In subparagraph (a)(5), "Government" means "Government or Lockheed Martin" except where it last appears in the subparagraph. The following is added as a new paragraph (e): "CONTRACTOR shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. CONTRACTOR shall provide Lockheed Martin with copies of all communications concerning CAS between CONTRACTOR and the Contracting Officer if such are relevant to this Contract; provided however, CONTRACTOR shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to CONTRACTOR. CONTRACTOR agrees to indemnify and hold Lockheed Martin harmless to the full extent of any loss, damage or expense if Lockheed Martin is subjected to any liability as a result of a failure of CONTRACTOR or its subcontractors to comply with the CAS requirements of this Contract. |
| 52.232-17 | INTEREST (JUN 1996) (See Note 1.) |
| 52.243-1 | CHANGES-FIXED PRICE (APR 1987) ALTERNATE V (APR 1984) (See Notes 1 and 2; delete reference to the "disputes" clause in subparagraph (e). This clause with Alternate V is in lieu of the basic clause of the same title set forth at FAR 52.243-1.) |
| 52.243-2 | CHANGES-COST REIMBURSEMENT (APR 1987) ALTERNATE V (APR 1984) (See Notes 1 and 2; delete reference to the "disputes" clause in subparagraph (d). This clause with Alternate V is in lieu of the basic clause of the same title set forth at FAR 52.243-2.) |
| 52.246-9 | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984) (The Government also may exercise any of LOCKHEED MARTIN's inspection rights under this clause. See Note 1.) |

2. The following NASA FAR Supplement clauses apply to this Contract:

- | <u>Clause Number</u> | <u>Title/Applicability</u> |
|-----------------------------|---|
| 1852.204-76 | SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUL 2001) (Applicable if this Contract involves information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. See Note 5. In paragraph (f), NASA means "Lockheed Martin and NASA". The blank in paragraph (c) is completed with "sixty (60) days".) |
| 1852.211-70 | PACKAGING, HANDLING AND TRANSPORTATION (JUN 2000) (Applicable if this Contract is for items that will become components of deliverable Class I, II or III items. See Note 5.) |

Flowdown Provisions
Reusable Space Transportation Systems (RSTS) Program
Research and Development

NASA FAR Supplement clauses (CON'T):

<u>Clause Number</u>	<u>Title/Applicability</u>
1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
1852.242-74	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (MAR 1999) (Applicable if this Contract is cost reimbursable and exceeds \$1 million. See Notes 1 and 2. Delete paragraph (c).)
1852.242-76	MODIFIED COST PERFORMANCE REPORT (MAR 1999) (Applicable if this Contract is cost reimbursable and exceeds \$1 million. See Notes 1 and 2. In paragraph (d), insert "150" days in lieu of "180" days.)
1852.242-77	MODIFIED COST PERFORMANCE REPORT PLANS (MAR 1999) (Applicable if this Contract is cost reimbursable and exceeds \$1 million. See Note 2.)

NOTES

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" as applicable throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer" and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" or "Contracting Officer", as appropriate, throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to the CONTRACTOR to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

3. The following provisions apply to this Contract:

- a) **RELEASABILITY OF CONTRACT**
The CONTRACTOR agrees that this Contract may be publicly disclosed.
- b) **ASBESTOS MATERIAL**
During performance of this Contract, CONTRACTOR personnel performing work in Marshall Space Flight Center (MSFC) buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the CONTRACTOR shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. CONTRACTOR shall be responsible for ensuring that all CONTRACTOR personnel working onsite are made aware of and comply with this clause.

Flowdown Provisions
Reusable Space Transportation Systems (RSTS) Program
Research and Development

c) **ADVANCED AGREEMENT RIGHTS IN DATA**
The following constitutes an advanced agreement between the Government, Lockheed Martin and the Contractor regarding the interpretation of FAR 52.227-14, Rights in Data- General, Alternates II and III:

(a) In addition to specific deliverables required to be furnished under this Contract, the Contractor shall deliver all data (including computer software) used, furnished, or developed under this Contract to the Government, through Lockheed Martin, upon written request in accordance with FAR clause 52.227-16, Additional Data Requirements.

(b) The following categories of data (including computer software) shall be delivered to the Government, through Lockheed Martin, with unlimited rights. To the extent a conflict exists between data categories listed in this paragraph (b) and data items listed in paragraphs (c) and (d) below, this paragraph (b) shall control. *(Provide Listing of all Items Delivered under the Contract which will be Unlimited Rights to NASA)*

(c) The following list of data items are the only data items used, furnished, or developed under this Contract that will be provided to the Government, through Lockheed Martin, with limited rights in accordance with FAR 52.227-14, Alternate II. *(Identify Data Item in Sufficient Detail and Provide Appropriate Rationale for Declaring Limited Rights)*

(d) The following list of computer software items are the only software items used, furnished, or developed under this Contract that will be provided to the Government, through Lockheed Martin, with restricted rights in accordance with FAR 52.227-14, Alternate III. *(Identify Data Item in Sufficient Detail and Provide Appropriate Rationale for Declaring Restricted Rights)*

(e) With respect to the data (including computer software) delivered under this Contract, the Contractor agrees not to intermingle limited rights data and/or restricted computer software with data having unlimited rights.

(f) The Contractor agrees that the Government may use limited rights data, consistent with FAR 52.227-14, Alternate II, delivered under this Contract for the purpose of (i) use (except for manufacture) by support service contractors and (ii) evaluation by non-government evaluators.

By signing below, the Offeror hereby certifies the foregoing provision (c) data as correct:

Company Name _____

Authorized Representative Signature _____

Title _____
Date _____

Phone (_____) _____

Submitted in response to Lockheed Martin RFP# _____