

PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) 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>

1. FAR FLOWDOWN CLAUSES

Clause Number **Title/Applicability**

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995) ALTERNATE I (APR 1984)(Applicable if this Contract is for research and development work. This clause with Alternate I is in lieu of the basic clause identified in the applicable CorpDoc.)

2. DFARS FLOWDOWN CLAUSES

Clause Number **Title/Applicability**

- 52.204-7000 DISCLOSURE OF INFORMATION (DEC 1991) (Applicable for all purchase orders/subcontracts)
- 52.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) (Applicable to all purchase orders/subcontracts of \$100,000 or more for noncommercial items)
- 52.225-7009 DUTY-FREE ENTRY-QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES (DEC 1991) (Applicable if you will be delivering supplies)
- 52.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 1991). (Applicable for all purchase orders/subcontracts with deliverables)
- 52.225-7025 FOREIGN SOURCE RESTRICTIONS (DEC 1991) (Applicable if this Contract is for products that contain restricted forging items. Communication/notification required under this clause from/to the Contractor to/from the Contracting Officer shall be through LOCKHEED MARTIN.)
- 52.225-7034 RESTRICTION ON ACQUISITION OF COAL AND PETROLEUM PITCH CARBON FIBER (MAY 1994) (Applicable if you will have deliverables which contain coal and petroleum carbon fibers)
- 52.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (MAY 1987). (Applicable if you will be delivering data)
- 52.246-7001 WARRANTY OF DATA (DEC 1991) (Applicable if you will were awarded a fixed price purchase order/subcontract and you will be delivering data)
- 52.249-7001 NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991) (Applicable for all purchase orders/subcontracts of \$500,000 or more)

3. FULL TEXT CLAUSES

- 5352.223-9000 SAFETY AND ACCIDENT PREVENTION (APR 1984) (Applicable if you will be performing work on a Government Installation)
 - (a) In performing work under this contract on a Government Installation, the Supplier shall—
 - (1) Conform to the specific safety requirements established by this contract;
 - (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
 - (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Supplier and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.
 - (b) If this contract is performed on an Air Force Installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFR 127-12, in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Supplier shall comply with the safety rules of that Government installation, in effect on the date of this contract.
 - (c) The Contracting Officer may, by written order, direct additional AFOSH, safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes Clause of this contract.
 - (d) **Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract.**
- 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 1992) AFMC FAR Sup (Applicable for all purchase orders/subcontracts)
 - (a) To prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair advantage in concurrent or future acquisitions, the Contractor will be restricted as set forth in subparagraph (c).
 - (b) The following descriptions or definitions apply:

- (1) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.
 - (2) "Development" means all efforts towards solution of broadly defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.
 - (3) "Proprietary information" means all information designated as proprietary in accordance with law and regulation held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information or computer software; and may appear in cost and pricing data or involve classified information.
 - (4) "System" means the system that is the subject of this contract.
 - (5) "System life" means all phases of the system's development, production or support.
 - (6) "Contractor" means the business entity receiving award of this contract, its parents, affiliates, divisions, and subsidiaries.
- (c) The contractor may gain access to proprietary information of other companies during contract performance. The contractor agrees to enter into company-to-company agreements to (a) protect other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (b) refrain from using the information for any purpose other than for which it was furnished. For information purposes, the contractor shall furnish copies of these agreements to the contracting officer. These agreements are not intended to protect information which is available to the Government or to the contractor from other sources and furnished voluntarily without restriction.
- (d) The above restrictions shall be included in all subcontracts, teaming arrangements and other agreements calling for performance of work related to this contract, unless excused in writing by the contracting officer.

5352.210-9000 Elimination Of Class I Ozone Depleting Substances In Air Force Procurements (MAY 1993)--Air Force FAR Supplement (Applicable for all purchase orders/subcontracts)

- (a) It is the Air Force policy to eliminate the use of Class I Ozone Depleting Substances (ODS) in all Air Force procurements.
- (b) Unless a specific waiver has been authorized, Air Force procurements:
- (1) May not include any specification, standard, drawing or other document that requires the use of Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process;
 - (2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and
 - (3) May not require the delivery of any item of supplies that contains a Class I ODS or any service that includes the use of a Class I ODS.
- (c) For the purposes of the Air Force policy, the following are Class I ODS:
- (1) Halons: 1101, 1201, 1211, 1301 and 2402
 - (2) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217.
 - (3) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.
- (d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific authorization has been obtained to continue use of these substances. Notify the Contracting Officer if any additional Class I ODS have been required in the performance of this contract or will be delivered as part of end item(s) or service(s) under this contract. (Reference: AFAC 92-29)

5352.235-9001 Application For Frequency Authorization (JULY 1992)--AFMC FAR Supplement (Applicable if a frequency authorization is needed)

The Contractor must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Contractor shall submit DD Form 1494, "Application for Frequency Allocation" in triplicate to the buyer at the issuing office indicated on the cover of this document. Instructions for preparing the form are contained in AFR 700-14, and on the form itself. The DD Form 1494 will be routed through the Administrative Activity Quality Control Office indicated on the cover of this document in accordance with paragraph 5.2 of AFR 700-14. Upon verification of frequency requirements, the Contractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request" to the person and address specified above. Instructions for preparing an SFAF are contained in AFR 700-14. Attention is directed to the contract clause entitled "Frequency Authorization" contained in Section I.

5352.235-9000 ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION (JAN 1977) - SMC FAR SUPPLEMENT
(Applicable if your procurement fits within the circumstance described in paragraph (d) below)

- (a) This contract covers the Range Standardization and Automation (RSA) Phase IIA program which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which will support the DOD program office by performing General Systems Engineering and Integration.
- (b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractor's technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments in writing to the DOD System Program Manager and/or Project Officer as an

independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

- (c) In the performance of this contract, the Contractor agrees to cooperate with the Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced and excluding financial data; b delivering data as specified in the Contract Data Requirements List; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate Aerospace technical personnel. The Aerospace personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to the contract.
- (d) The Contractor further agrees to include in each subcontract (for development items, regardless of dollar value, and in all subcontracts for Non-Developmental Items (NDI) in excess of \$50,000 a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontractors effectively, nor is it intended to establish privity of contract between the Government or the Aerospace Corporation and such subcontractors.
- (e) The Aerospace Corporation personnel are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows:
 - 1. Technical direction under this contract will be given to the Contractor solely by LSC.
 - 2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change order signed by the LSC Subcontract Administrator, or a Supplemental Agreement signed by both the LSC Subcontract Administrator and the Subcontractor will be issued.

SMC/CWK-95-1 Enabling Clause For Technical Review By The Independent Verification And Validation (IV&V) And Range Technical Services (RTS) Contractors* (Applicable if your procurement fits within the circumstance described in paragraph (d) below)

- (a) The Air Force Space and Missile Systems Center (SMC) is responsible for the management of this contract. The Air Force may enter into a contract for the services of a technical group which will support the DOD program office by performing Technical Review tasks.
- (b) Technical Review (TR) is the process of appraising the technical performance of the Contractor through meetings, exchanging information on progress and problems, reviewing reports, evaluating presentations, reviewing hardware and software, witnessing and evaluating tests, analyzing plans for future work, evaluating efforts relative to contract technical objectives, and providing comments and recommendations in writing to the Air Force Program Manager as an independent technical assessment for his consideration for modifying the program or redirecting the Contractor's efforts to assure timely and economical accomplishment of the program's objectives.
- (c) In the performance of this contract, the Contractor agrees to cooperate with the technical review contractors by responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data. The Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- (d) The Contractor further agrees to include in each subcontract (for development items, regardless of dollar value, and in all subcontracts for Non-Developmental Items (NDI) in excess of \$50,000) a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontractors effectively, nor is it intended to establish privity of contract between the Government or such subcontractors.

* The current contractors for the IV&V are: **Western Range**-Geodynamics (prime); **Eastern Range**-Ensco (prime). The current contractors for the RTS are: **Western Range** - ITT/FSC (prime); **Eastern Range** - CSR (prime) and Infoware (subcontractor).

- (e) Support personnel are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows:
 - 1. Technical direction under this contract will be given to the Contractor solely by LSC
 - 2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change order signed by the LSC Subcontract Administrator, or a Supplemental Agreement signed by both the LSC Subcontract Administrator and the Subcontractor will be issued.

SMC/CWK-95-3 Enabling Clause For Technical Interface And Review (Applicable if your procurement fits within the circumstance described in paragraph (c) below)

- (a) Air Force Space and Missile Systems Center (SMC) has contracted with PRC, CSR, Infoware, ITT Federal Services, Ensco, and Galorath Assoc. for the purpose of acting as Technical Engineering Management Support (TEMS) Contractors for the RSA Program. They will provide recommendations to the Government for the accomplishment of existing and anticipated future efforts including the effort under this contract. SMC may contract with other organizations to provide TEMS services during the course of this effort.
- (b) In performance of this contract, the Contractor agrees that he shall cooperate with all TEMS Contractors. The Contractor, after negotiating Organizational Conflict of Interest (FAR 9.5) clauses shall provide access to the TEMS Contractors for the technical information and developing planning data (in original or reproduced from Contract Data Requirements Lists(CDRL).) The Contractor shall also discuss technical matters relating to this contract with the TEMS Contractors. The Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a nondisclosure agreement between the Contractor and such entities.

- (c) The Contractor further agrees to include in each subcontract (for development items, regardless of dollar value, and in all subcontracts for Non-Developmental Items **(NDI)** in excess of \$50,000) a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with response and access provisions of paragraph (b) above, subject to coordination with the Contractor. The agreement does not relieve the Contractor of its responsibility to manage subcontracts effectively, nor is it intended to establish privity of contact between the Government and such subcontractors.
- (d) Personnel from TEMS Contractors or other Government agencies are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows:
 - 1. Technical direction under this contract will be given to the Contractor solely by Loral Systems Company
 - 2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change order signed by Loral Systems Company Subcontract Administrator, will be issued.