



Flowdown Provisions

National Aeronautics and Space Administration (NASA) – Langley Research Center (LaRC)
Alignment Capture and Mate (ACM) Docking System for In-Space Assembly

PRIME CONTRACT REQUIREMENTS

A. The following clauses of the Federal Acquisition Regulation (FAR) and National Aeronautics and Space Administration Federal Acquisition Regulation Supplement (NASA FARS) 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

<u>Clause Number</u>	<u>Title/Applicability</u>
52.222-3	CONVICT LABOR (JUN 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
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.)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987) (Applicable if this Contract is for research, development, or demonstration work. Note 1 applies)
52.232-17	INTEREST (JUN 1996) (Note 2 applies)
52.243-2	CHANGES – COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) (Applicable if this Contract is for services and supplies. This clause with Alternate II is in lieu of the basic clause identified in the applicable CorpDoc. Note 3 applies. In paragraph (a) of the Alternate II language add as subparagraph (7) "Delivery Schedule". In paragraph (d) the reference to the disputes clause is deleted.)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) (Documents required by this clause will be provided by Seller to Lockheed Martin.)

NOTES

1. Insert "and LOCKHEED MARTIN" after "Contracting Officer", as appropriate, throughout this clause.
2. Substitute "LOCKHEED MARTIN" for "Government" as appropriate throughout this clause.
3. Substitute "LOCKHEED MARTIN" for "Contracting Officer" and "Government", as appropriate throughout this clause.

B. The following additional provisions apply to this Contract:

1) OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES

- a. Observation of Regulations – In performance of the work which will be performed at a number of NASA Centers as specified in the contract, the Contractor shall require its employees to observe the rules and regulations as prescribed by the cognizant NASA authorities.
- b. Identification Badges – At times while on NASA property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at the cognizant NASA site. Badges shall be issued during normal duty hours established at each location's Badge and Pass Office, Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the cognizant NASA Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

2) **(LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)**

a. NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).

b. Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(i) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both Pre-award and Post-award audit support and specialized technical support to NASA's technical evaluation panels;

(ii) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

c. NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (i) or (ii) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

d. NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

e. The Contractor agrees to include this clause, including this paragraph (e), in all subcontractors at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

3) **SECURITY PROGRAM / NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS**

Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPG 1371.2 and LMS-CP-4850-- "Non- U.S. Citizen(s) / Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

4) **UNESCORTED ACCESS BY U.S. CITIZEN CONTRACTOR EMPLOYEES**

Visits by U.S. citizen contractor employees that are expected to exceed 90 days will require the employee to undergo a Background Investigation. These Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards shall be completed at the Badge and Pass Office. Normal processing time for a NASA NAC is approximately 60 days.