



Special Provisions- Titan Program  
Prime Contract Number F04701-96-C-0001

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**I. SMC FAR SUPPLEMENT FLOWDOWN CLAUSES**

The following clauses of the Air Force Space Missile Command (SMC) Federal Acquisition Regulation Supplement (SMC FAR Supplement) are incorporated herein in full text and are applicable during the performance of this Contract.

**Clause Number**      **Title/Applicability**

**5352.235-9000 ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION (JAN 1977)**

(i) This Contract covers part of the Titan program which is under the general program management of the Air Force Space Missile Command (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.

(ii) 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; development of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations 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.

(iii) 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; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analysis; 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 form and excluding financial data; by delivering data as specified in the Subcontract Data Requirements List (SDRL); 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 this Contract.

(iv) The CONTRACTOR further agrees to include in each lower tier subcontract a clause requiring compliance by each such

subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (iii) above, subject to coordination with the CONTRACTOR. This agreement does not relieve the CONTRACTOR of its responsibility to manage the lower tier subcontracts effectively and efficiently nor is it intended to establish privity of contract between LOCKHEED MARTIN, the Government or the Aerospace Corporation and such lower tier subcontractors.

(v) 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 LOCKHEED MARTIN.
- (2) Whenever it becomes necessary to modify the Contract and redirect the effort, a Modification signed by the LOCKHEED MARTIN Contract Administrator will be issued.

**5352.235-9001 ENABLING CLAUSE FOR TECHNICAL REVIEW (JAN 1977)**

(a) The Air Force Space and Missile Systems Center (SMC) is responsible for management of this Contract. 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 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 Manager as an independent technical assessment for his/her consideration for modifying the program or redirecting the CONTRACTORS' efforts to assure timely and economical accomplishment of program objectives.

(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; by 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 form and excluding financial data; by delivering data as specified in the Subcontract 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 technical review effort are authorized access to any technical information pertaining to this contract.

## I. SMC FAR SUPPLEMENT FLOWDOWN CLAUSES (CON'T)

- (d) The CONTRACTOR further agrees to include in each subcontract 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 his responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between LOCKHEED MARTIN 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 LOCKHEED MARTIN.
  - (2) Whenever it becomes necessary to modify the contract and redirect the effort, a Modification signed by the LOCKHEED MARTIN Contract Administrator will be issued.

### 5352.251-9000 **USE OF GOVERNMENT SUPPLY SOURCE FOR ACQUISITION OF JAN CLASS PARTS (FIXED-PRICE) (SEP 1987)**

- (a) **Definition.** "JAN Class S parts" as used in this clause are space-quality military standard electronic parts as described in MIL-S-19500 for semiconductors, MIL-M-38510 for microcircuits and associated specifications for passive electronic parts.
- (b) The CONTRACTOR is encouraged to acquire JAN Class S parts in FSC 5961 and FSC 5962 as defined on the enclosed list\* from the Defense Issue Procedures (MILSTRIP). If the parts are not available from DESC to meet contractual time requirements or if the CONTRACTOR intends to acquire the parts from sources other than DESC, the CONTRACTOR will identify to the Parts Control Board the alternate acquisition source prior to actual purchase of the parts.
- \*JAN Class S NSN List. This list will change from time to time. For most recent version, contact SCM/SDFP, 160 Skynet Street, Suite 2315, Los Angeles AFB, CA 90245-4683, telephone (310) 363-2411.
- (c) To use MILSTRIP, the CONTRACTOR shall obtain a letter of authorization from the acquisition activity which includes the list of parts (including national stock numbers, general part numbers, and order quantities) authorized to be ordered through MILSTRIP.
- (d) JAN Class S parts obtained from DESC pursuant hereto shall be considered CONTRACTOR Furnished Material, (CFM), since the items are acquired directly by the CONTRACTOR. The CONTRACTOR shall retain responsibility for assuring timely delivery of parts to support this Contract.

- (e) DESC shall be responsible for reimbursing or replacing any defective part from the operating stock, provided the defect was not caused by the CONTRACTOR. Defective DESC parts shall be reported to DESC/QAR, Dayton, OH 45444-5000, telephone (513) 296-5146.
- (f) The CONTRACTOR shall be responsible for rework, repair, retest, and schedule impacts of defective assemblies or systems caused by parts failures, including those caused by JAN Class S parts acquired from DESC, in the same manner as if the defective material had been acquired from sources other than DESC. The Government's liability for parts failure shall not exceed the cost of the JAN Class S part and this limitation of liability shall apply in lieu of any other liability provision of this Contract.

- (g) The CONTRACTOR shall follow AFM 67-1, Volume 1, MILSTRIP Requisitioning Procedures as specified by the acquisition activity.
- (h) The CONTRACTOR agrees to include a clause substantially the same as this clause, including this paragraph (h), in every subcontract or purchase order issued in performance of this Contract, unless it is known that the item purchased does not contain any electronic parts identified in paragraph (b) above.
- (i) The CONTRACTOR shall pay bills from DESC promptly upon receipt of billings.
- (j) The CONTRACTOR agrees that JAN Class S parts acquired under this clause shall only be used to perform Government contracts.

## II. ADDITIONAL PRIME CONTRACT REQUIREMENTS

### **1. ASSOCIATE CONTRACTOR RELATIONSHIPS**

Work under this Contract may involve access to proprietary or confidential data of other entities. To the extent that such data are received by the CONTRACTOR from other entities for the performance of this Contract, the CONTRACTOR hereby agrees to, and therefore shall, protect such data as it would its own proprietary data. In the discharge of that protection, the CONTRACTOR shall enter into appropriate agreements with such other entities to protect such data and shall promptly, upon execution of any such agreement, provide a copy to the LOCKHEED MARTIN Contract Administrator. In addition, the CONTRACTOR hereby agrees not to utilize such data except in conformity with the terms and conditions of such agreement. The restriction contained herein, however, shall not apply to proprietary data furnished voluntarily by entities without limitations as to use, or data which falls into the public domain, or is independently developed by the CONTRACTOR.

### **2. GOVERNMENT FURNISHED PROPERTY**

(Applicable to this Contract only if items of Government Furnished Property (GFP) are to be provided hereunder. Identification of specific GFP items is as provided in the Schedule of this Contract.)

(a) Pursuant to the Government Property clause, LOCKHEED MARTIN shall furnish the CONTRACTOR, Government and/or LOCKHEED MARTIN furnished property identified in paragraphs (b) and (c) below and as identified elsewhere in this Contract on or before the date(s) specified. The CONTRACTOR shall prepare the requisitioning documentation as required for items applicable to paragraphs (b) and (c) below.

The CONTRACTOR is authorized to utilize Titan II weapon system assets stored at Davis-Monthan AFB (or such other location/facility as the assets must be transported and stored) during the period of performance of this Contract). For the purposes of this provision, Titan II weapon system assets shall be all parts and/or components which are part of the Titan II ICBM vehicle complete, P/N 804F1007000-089 or -099, including the liquid rocket engines and any ground support equipment.

These assets shall be made available to the CONTRACTOR for selective reutilization on demand to support Titan launch readiness. When such assets are required, the CONTRACTOR shall notify the PCO, through the LOCKHEED MARTIN Contract Administrator, to coordinate access with the appropriate Davis-Monthan AFB representatives. Each item removed from Davis-Monthan shall be classified as Government Furnished Property-Material and tracked accordingly in the CONTRACTOR's property system at no change in contract value. Furthermore, these assets will be provided to the CONTRACTOR with no attached warranties as to suitability for their intended purpose.

Any Titan II weapon system asset located at Davis-Monthan that is in a condition unsuitable for potential future reutilization or is deemed unnecessary for sparing shall be identified by the CONTRACTOR and approved by the Government through LOCKHEED MARTIN, as excess and dispositioned accordingly.

No further consideration shall be required by LOCKHEED MARTIN for allowing the CONTRACTOR to use Titan II Weapon system assets to support the launch services under this Contract.

**2. GOVERNMENT FURNISHED PROPERTY (CON'T)**

Should the Government through LOCKHEED MARTIN decide to disposition the remaining Davis-Monthan AFB Titan II assets at any time during the period of performance of this Contract, the Government through LOCKHEED MARTIN shall notify the CONTRACTOR prior to disposition. The Government and/or LOCKHEED MARTIN and the CONTRACTOR shall review the remaining assets at Davis-Monthan and determine which items are essential to support program completion. Should Government storage at Davis-Monthan or any other suitable Government storage facility become unavailable, the CONTRACTOR shall be entitled to an equitable adjustment for any additional transportation and storage costs.

(c) Pursuant to the Government Property clause, LOCKHEED MARTIN shall furnish to the CONTRACTOR for use in the performance of this Contract, as required by the CONTRACTOR and in accordance with forecast approved by the Government, through LOCKHEED MARTIN, the propellants, oxidizers, pressurants, and/or related products and/or services set forth below. The CONTRACTOR shall prepare the "Forecast of Propellant Requirements" in accordance with Data Item Description DI-P-3464B. If the CONTRACTOR is designated as a "Controlled Storage Point," it will, in addition to DI-P-3464B, comply with DI-P-3465B, "Monthly Inventory Transaction Report" and DI-P-3468A, "Missile Propellants Consolidation and Reporting of Sales." The CONTRACTOR shall comply with OMB No. 0701-0013 dated 01 January 1982 and Data Item Descriptions cited above. In the event that propellant products become excess to the CONTRACTOR's needs, contaminated and/or unsuitable for use by the CONTRACTOR, the CONTRACTOR shall notify LOCKHEED MARTIN in writing and with substantiated recommendations for reclamation or other disposal action. LOCKHEED MARTIN and/or the cognizant Government Administrative Contracting Officer shall be responsible for making final determination with respect to disposal action.

Products:

Liquid Nitrogen	Nitrogen Tetroxide
Liquid Oxygen	UDMH
Helium Gas	Gaseous Nitrogen
Hydrazine	Liquid Helium
Hydrazine,UDMH,Blend	Liquid Hydrogen

NOTE: Quantities and schedules will fluctuate depending upon program changes (design, test, schedules, etc.); therefore, only estimates are required.