

PRIME CONTRACT REQUIREMENTS

- A. The following clauses of the Federal Acquisition Regulation (FAR), NRO Acquisition Manual (NAM) and Air Force FAR Supplement (AFFARS) 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://arc.westfields.net/nam>

1. FAR FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
52.232-17	INTEREST (JUN 1996) (Note 1 applies.)
52.243-1	CHANGES-FIXED PRICE (AUG 1987) ALTERNATE 1 (APR 1984) (Notes 1 and 2 apply.) This clause and parenthetical are in lieu of the same clause identified in the applicable CorpDoc.
52.243-2	CHANGES-COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) (Notes 1 and 2 apply.) This clause and parenthetical are in lieu of the same clause identified in the applicable CorpDoc.

2. NAM FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
N52.204-003	SPECIAL NOTIFICATION AND APPROVAL REQUIREMENTS (JUN 2003) ALTERNATE 1 (JUN 2003) (Note 5 applies.)
N52.209-001	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (MAR 1996) (Applicable if this Contract equals or exceeds \$100,000.)
N52.223-005	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (OCT 1997) (Note 2 applies.)
N52.227-023	CERTIFICATION OF TECHNICAL DATA CONFORMITY (OCT 1997) (Applicable if this Contract requires the delivery of technical data. Note 4 applies.)
N52.223-006	CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL SAFETY AND HEALTH, AND SYSTEM SAFETY REQUIREMENTS (OCT 1997) (Note 2 applies.)
N52.231-001	SUPPLEMENTAL COST PRINCIPLES (MAR 1996)
N52.244-001	SUBCONTRACTS (EDUCATIONAL INSTITUTIONS) (SEP 1996) (Applicable to any contract at any tier with an educational institution. Note 2 applies.)
N52.245-007	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED OR CONTRACTOR-ACQUIRED PROPERTY (SEP 2001) (Applicable if this Contract has the potential for Contractor acquisition of equipment for the account of the NRO that is not listed as a specific contract deliverable. Notes 2 and 3 apply.)
N52.245-008	FINANCIAL REPORTING OF NRO CONTRACT-ACCOUNTABLE PROPERTY (JUN 2003) (Applicable if this Contract is cost reimbursement or if NRO property will be provided to, or acquired by, the Contractor. Note 2 applies. In paragraph (a), line 2, substitute "10 th day" for "15 th day". In paragraph (c), substitute "25 th day" for "30 th day".

3. AFFARS FLOWDOWN CLAUSES

<u>Clause Number</u>	<u>Title/Applicability</u>
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)(Applicable if this Contract requires work on a Government installation. Note 2 applies.)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) (Applicable if this Contract requires work on a Government installation. In paragraph (e) "the prime Contractor" means "CONTRACTOR." Note 2 applies.)

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.

B. The following additional provisions apply to this Contract:

1) ENABLING CLAUSE FOR PRIME AND SUPPORT CONTRACTOR RELATIONSHIPS

(a) The Government has or may enter into contracts with one or more of the following companies to provide Contracted Advisory and Assistance Services (CAAS) and/or Systems Engineering and Technical Assistance (SETA):

SCITOR CORPORATION
VERIDIAN
TECOLOTE
ANALEX
L3 COMMUNICATIONS
SRS TECHNOLOGIES
TASC INC (Parent Company: Northrop Grumman)

(b) In the performance of this Contract, the CONTRACTOR agrees to cooperate with the companies listed above (hereafter referred to as CAAS/SETAs). Cooperation includes allowing observation of technical activities by appropriate CAAS/SETA technical personnel; discussing technical matters related to this program; responding to invitations from authorized CAAS/SETA personnel to attend meeting; and providing access to technical information and research and development planning data. The CONTRACTOR shall provide CAAS/SETA personnel access to data such as, but not limited to, design and development analyses; test data and results; equipment and process specification; test and test equipment specifications; procedures, parts, and quality control procedures; records and data; manufacturing and assembly procedures; and schedule and milestone data. CAAS/SETA personnel engaged in general systems engineering and integration effort are normally authorized access to any technical information pertaining to this Contract. However, exceptions, such as the case where the CONTRACTOR seeks to preclude CAAS/SETA personnel from having access to CONTRACTOR trade secrets, will be handled on a case-by-case basis. If the CONTRACTOR seeks to limit distribution of data to Government personnel only, the CONTRACTOR must submit this request in writing to the Contracting Officer, through Lockheed Martin.

(c) 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 (b) above, subject to coordination with the CONTRACTOR. This agreement does not relieve the CONTRACTOR of responsibility to manage the subcontracts effectively and efficiently, or is it intended to establish privity of contract between the Government or CAAS/SETAs and such subcontractors

(d) CAAS/SETA 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 the LOCKHEED MARTIN Procurement Representative.
2. Whenever it becomes necessary to modify the Contract and redirect the effort, a Change Order signed by the cognizant LOCKHEED MARTIN Procurement Representative, or a Modification signed by both the cognizant LOCKHEED MARTIN Procurement Representative and the CONTRACTOR will be issued.

(e) CAAS/SETA contracts will contain an organizational conflict of interest clause that requires the CAAS/SETA contractor to protect contract data and prohibits the CAAS/SETA contractors from using such data for any purpose other than that for which the data was presented.

2) USE OF GOVERNMENT SUPPLY SOURCE FOR ACQUISITION OF JAN CLASS S PARTS (Titan Only)

(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.

3) **ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING AND INTEGRATION**

- (a) The Office of Space Launch is responsible for management of this Contract. In support of the Office of Space Launch, the Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group, which will support the program office by performing Technical Review tasks.
- (b) General systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associate systems; analysis of system segment 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 Contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of 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 Contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- (c) 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 CONTRACTOR's efforts to assure timely and economical accomplishment of program objectives.
- (d) 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 general system engineering and integration effort are authorized access to any technical information pertaining to this contract.
- (e) The CONTRACTOR further agrees to include in each subcontract a clause requiring compliance by the CONTRACTOR and succeeding levels of subcontractors with the response and access provisions above, subject to coordination with the CONTRACTOR. This agreement does not relieve the CONTRACTOR of his/her responsibility to manage the subcontract effectively and efficiently nor is it intended to establish privity of contract between the Government or the Aerospace Corporation and such subcontracts.

(f) 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 the LOCKHEED MARTIN Procurement Representative.
2. Whenever it becomes necessary to modify the Contract and redirect the effort, a Change Order signed by the cognizant LOCKHEED MARTIN Procurement Representative, or a Modification signed by both the cognizant LOCKHEED MARTIN Procurement Representative and the CONTRACTOR will be issued.

4) **ELIMINATION OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)**

- (a) It is the Government policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.
- (b) Unless a specific waiver has been authorized, this Contract:
 - (1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and
 - (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
- (c) For the purposes of this provision, the following are Class I ODS:
 - (1) Halons: 1011, 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, and the blends R-500, R-501, R-502, and R-503.
 - (3) Other controlled substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl bromide.
- (d) The Government, through Lockheed Martin, 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:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
Freon-113	Payload Fairing Processes	57,400
1,1,1-Trichloroethane	Payload Fairing & SRMU Production	44,630

- (e) To assist the Government in implementing this policy, the Contractor is required to notify the contracting officer, through Lockheed Martin, if any additional Class I ODS not specifically listed above, is required in the performance of this Contract.

5) **SECURITY REQUIREMENTS**

(Applicable if this Contract involves access to, or procurement or release of, classified information.)

- (a) The Contractor shall follow the security requirements and classification guidance in the DD Form 254, "Contract Security Classification Specification" incorporated as an Exhibit to this Contract. During the period of performance of this Contract, the Contractor is required to maintain a Department of Defense facility clearance at the appropriate classification level, including any required access certifications.
- (b) At the conclusion of this Contract's period of performance, the Contractor is required to dispose of all classified information received or generated in support of the Contract in accordance with the National Industrial Security Program Operating Manual (DoD 5220.22-M).