

**PRIME CONTRACT REQUIREMENTS**

A. The following clauses of the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS) and Air Force Federal Acquisition Regulation 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://www.arnet.gov/far>

**1. FAR FLOWDOWN CLAUSES**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
52.232-17	INTEREST (JUN 1996) (Note 1 applies.)
52.243-7	NOTIFICATION OF CHANGES (APR 1984) (Notes 1 and 2 apply.)
52.248-01	VALUE ENGINEERING (FEB 2000) ALTERNATE II (FEB 2000) (This clause with Alternate II is in lieu of the basic clause identified in the applicable CorpDoc. Note 1 applies, except in paragraphs (c)(5) and (m), where Note 3 applies, and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. )

**2. DFARS FLOWDOWN CLAUSE**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
252.243-7002	REQUEST FOR EQUITABLE ADJUSTMENT (MAR 1998) (Applicable if the value of this Contract exceeds \$100,000. Note 1 applies.)

**3. AFFARS FLOWDOWN CLAUSES**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003) (The blank in paragraph (d) is completed with "NONE". In paragraph (d) Note 2 applies.)
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applicable if Work will be performed under this Contract on a government installation. Note 2 applies.)

**NOTES**

1. Substitute "LOCKHEED MARTIN" for "Government" 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" throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

**B. The following additional provisions apply to this Contract:**

**1) CONTRACTOR IDENTIFICATION**

- (a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (b) Contractor-occupied facilities (on AFSPC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**2) COLLABORATION CLAUSE**

If ground/flight anomalies occur on common vendor supplied components, the EELV contractor with the defective component shall collaborate appropriately (e.g. data sharing, issue resolution, etc.) with other appropriate EELV contractors to ensure no mission assurance degradation on similar components has occurred that could affect subsequent Government missions. This clause applies to the extent that common components and/or COTS hardware is involved pursuant to GIDEP on other similar industry wide notifications. There is no requirement established or intended via this clause for the Contractor to share proprietary technologies or otherwise disclose information that would cause competitive harm.

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

- a. This contract covers part of the EELV program which is under the general program management of SMC/LR. 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 tradeoffs; 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 contractors' technical performance through meetings with contractors and subcontractors, exchange and analysis of information on progress and problems; review

of plans for future work; developing 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.

c. In the performance of this contract, subject to coordination with Lockheed Martin, 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 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 including cost+ data; by delivering data as specified in the Supplier 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 this contract.

d. The Contractor further agrees to include in each subcontract a clause requiring compliance by 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 the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or The Aerospace Corporation and the Contractor or its 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. 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 designated Lockheed Martin Procurement Representative or a Contract Modification signed by both the designated Lockheed Martin Procurement Representative and the Contractor will be issued.

\* Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of a company or contractor that is not specific to a project or program.

#### 4) 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):

1. Scitor Corporation
2. General Dynamics
3. Tecolote Research, Inc.
4. Analex
5. SRS Technologies
6. Northrop Grumman (TASC)
7. L3 Communications
8. BD Systems
9. Trisept

b. In the performance of this contract, subject to coordination with Lockheed Martin, 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 meetings; 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 specifications; 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 through Lockheed Martin to the Prime contract contracting officer.

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, nor is it intended to establish privity of contract between the Government or CAAS/SETAs and Contractor or its 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 in accordance with the contract.

2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change Order signed by the designated Lockheed Martin Procurement Representative or a Contract Modification signed by both the designated 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 contractor from using such data for any purpose other than that for which the data was presented.**