



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 905 (10/01/96)

F04701-95-C-0035

EVOLVED EXPENDABLE LAUNCH VEHICLE (EELV)

GOVERNMENT CONTRACT REQUIREMENTS

(a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)

(2) 52.203-7 Anti-Kickback Procedures (OCT 1988) [excluding subparagraph (c)(1)]. Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract.

(3) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds the FAR small purchase limitation. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold or recover from Seller the amount of the reduction.

(4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

(5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000. Paragraph (c) (4) is modified to read as follows: "(c) (4) Seller will promptly submit any disclosure required (with written notice to Buyer) directly to the PCO for the prime contract. Buyer will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

(6) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the changes clause of this contract). This clause applies only if access to classified material is required.

(7) 52.208-1 Required Sources for Jewel Bearings and Related Items (APR 1984)

(8) 52.210-5 New Material (APR 1984). "Contracting Officer" shall mean Buyer.

(9) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(10) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

- (11) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (12) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (13) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (14) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required and preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (15) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB)(FEB 1995). This clause applies only if under this contract certified cost or pricing data is required or preaward or postaward cost determinations are subject to FAR subpart 31.2. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause. "Contracting Officer" shall mean Buyer.
- (16) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (17) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1995). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. In paragraph (c), "Contracting Officer" shall mean Buyer.
- (18) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (19) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (20) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (21) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (22) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation. (MAR 1986). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- (23) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (24) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (25) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984). This clause applies only if this contract is for \$10,000 or more.
- (26) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.

- (27) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract is for \$10,000 or more.
- (28) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (29) 52.223-7 Notice of Radioactive Materials (NOV 1991). The period for giving notice is 60 days.
- (30) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (31) 52.227-1 Authorization and Consent (APR 1984), Alternate I (APR 1984)
- (32) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). A copy of each notice sent to the Government will be sent to Buyer. This clause applies only if this contract exceeds the FAR small purchase limitation.
- (33) 52.227-9 Refund of Royalties (APR 1984). This clause only applies if the amount of royalties reported during negotiation of this contract exceeds \$250.
- (34) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)
- (35) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1995). "Contracting Officer" and "Government" shall mean Buyer.
- (36) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- (37) 52.245-2 Government Property (DEC 1989)
- (38) 52.245-18 Special Test Equipment (FEB 1993). Substitute "45" for "30". Notwithstanding paragraph (c), Seller shall not buy or make any item of special test equipment without Buyer's prior written consent. "Contracting Officer" shall mean Buyer.
- (39) 52.251-1 Government Supply Sources (APR 1984)
- (40) 52.253-1 Computer Generated Forms (JAN 1991)
- (b) DOD Contacts. If this contract is placed under a Department of Defense contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.
- (1) 252.203-7001 Special Prohibition on Employment (APR 1993) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
- (2) 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- (3) 252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.
- (4) 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
- (5) 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991). Information in

paragraph (b) to be provided by Seller in its proposal.

(6) 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation and is not for commercial or commercial-type products.

(7) 252.210-7003 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.

(8) 252.215-7000 Pricing Adjustments (DEC 1991)

(9) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (MAY 1994)

(10) 252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

(11) 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994). This clause applies only if Seller delivers ammunition or explosives under this contract. "Contracting Officer" shall mean Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(5), (d), and (g)(4) and "Contracting Officer" shall mean both Buyer and the Government Contracting Officer in paragraph (c)(4). "Government" shall mean Buyer in paragraph (c)(3) and "Government" shall mean both Buyer and the Government in paragraphs (c)(4), (c)(5), (e), and (f).

(12) 252.223-7003 Change in Place of Performance - Ammunition and Explosives (DEC 1991). This clause applies only if Seller delivers ammunition or explosives under this contract. "Contracting Officer" shall mean Buyer.

(13) 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)

(14) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)

(15) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

(16) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)

(17) 252.225-7012 Preference for Certain Domestic Commodities (MAY 1994).

(18) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991), Alternate I (DEC 1991)

(19) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (APR 1993)

(20) 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 1991). "Contracting Officer" shall mean Buyer.

(21) 252.225-7025 Foreign Source Restrictions (APR 1993)

(22) 252.225-7026 Reporting of Overseas Subcontracts (APR 1993). This clause applies only if this contract exceeds \$100,000 and is not for commercial items as defined in DFARS 211.7001.

(23) 252.227-7013 Rights in Technical Data and Computer Software (OCT 1988). This clause applies only if the delivery of data is required or where computer software may be originated, developed, or delivered under this contract.

- (24) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed, or delivered under this contract.
- (25) 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.
- (26) 252.227-7029 Identification of Technical Data (APR 1988)
- (27) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). This clause applies only if the delivery of data is required under this contract. "Government" and "Contracting Officer" shall mean Buyer.
- (28) 252.227-7031 Data Requirements (OCT 1988). Substitute "Data Requirements List" for "DD Form 1423 (Contract Requirements List)".
- (29) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (30) 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of data is required by this contract.
- (31) 252.231-7000 Supplemental Cost Principles (DEC 1991). This clause applies only if this contract is a cost type.
- (32) 252.235-7003 Frequency Authorization (DEC 1991), Alternative I (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- (33) 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)
- (34) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (35) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.
- (36) 252.249-7002 Notification of Proposed Program Termination or Reduction (MAY 1995). This clause applies only if this contract is \$500,000 or more.
- (37) 252.251-7000 Ordering from Government Supply Sources (DEC 1991).
- (c) If work on a Government installation is required under this contract, Buyer Clause 333 is applicable and incorporated herein by reference.
- (d) Notification of Government Security Activity

(This clause only applies if this contract requires work on a Government installation.)

Thirty days before the date Seller operations will begin on base, Seller shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

- (1) The name, address and telephone number of this subcontract company's representative in the U.S. or overseas area, as

appropriate;

- (2) The subcontract number and military contracting command;
- (3) The highest classification category of defense information to which Seller's employees will have access;
- (4) The Air Force installations in the U.S. [in overseas areas identify only the APO number(s)] where the contract will be performed;
- (5) The date Seller operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22M, Industrial Security Manual, paragraph 37d.

(e) Safety and Accident Prevention

(1) In performing work under this contract on a Government installation, Seller shall:

- (i) conform to the specific safety requirements contained in this contract;
- (ii) comply with the safety rules of the Government installation that concerns related activities not directly addressed in this contract;
- (iii) take all reasonable steps and precautions to prevent accidents and preserve the life and health of Buyer, Seller, and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (iv) take such additional immediate precautions as Buyer may reasonably require for safety and accident prevention purposes.

(2) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health (AFOSH) Standards, 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, Seller shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(3) Buyer may, by written order, direct additional AFOSH and 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.

(4) Any violation of these safety rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(f) Scientific/Technical Information (STINFO)

If not already registered, Seller shall register for Defense Technical Information Center (DTIC) service by contacting the following:

Defense Technical Information Center

ATTN: Registration Section (DTIC-BCS)

BLDG. 5, Cameron Station

Alexandria, VA 22304-6145

(703) 274-6871

To avoid duplication of effort and conserve scientific and technical resources, Seller shall search existing sources in DTIC to determine the current state-of-the-art concepts, studies, etc.

(g) Enabling Clause for General Systems Engineering and Integration

- (1) Buyer's contract covers part of the Evolved Expendable Launch Vehicle 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.
- (2) 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 meeting with contractors and subcontractors, exchange and analysis of information of progress and problems, review of plans for future work; developing 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 Buyer's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.
- (3) In the performance of this contract, Seller agrees to cooperate with the Aerospace Corporation by responding to invitations from Buyer 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 (SDRL); by discussing technical matters relating to this program; by providing access to Seller's 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.
- (4) Seller further agrees to include in each lower-tier subcontract a clause requiring compliance by such subcontractor with the response and access provisions of paragraph (3) above, subject to coordination with Buyer through Seller. This agreement does not relieve Seller of its responsibility to manage the lower-tier subcontracts effectively and efficiently nor is it intended to establish privity of contract between Buyer, the government, or the Aerospace Corporation and such lower-tier subcontractors.

(5) The Aerospace Corporation personnel are not authorized to direct Seller in any manner. Seller agrees to accept technical direction from Buyer only.

(h) Protection of Proprietary Information Belonging to the Associate Contractor(s)

(1) The term "Seller" as used herein includes the subsidiaries, affiliates, and other organizations under the control of Seller.

(2) Work under this contract may involve access to proprietary or confidential data from an Associate Contractor. To the extent that such data is received by Seller from any Associate Contractor for the performance of this contract, Seller hereby agrees that any proprietary information received shall remain the property of the Associate Contractor and shall be used solely for the purpose of the system interface integration. Only that information which is received from another Seller in writing and which is clearly identified as proprietary or confidential shall be protected in accordance with this provision. The obligation to retain such information in confidence will be satisfied if Seller utilizes the same controls as it employs to avoid disclosure, publication, or dissemination of its own proprietary information. The receiving contractor agrees to hold such information in confidence as provided herein so long as such information is of a proprietary/confidential or limited rights nature.

(3) Seller hereby agrees to closely cooperate as an Associate Contractor with the other associate contractors on this Program. This involves as a minimum:

(i) maintenance of a close liaison and working relationship;

(ii) maintenance of a free and open information network with all Government-identified Associate Contractors;

(iii) delineation of detailed interface responsibilities;

(iv) entering into a written agreement with the other Associate Contractors setting forth the substance and procedures relating to the foregoing, and promptly providing the Procuring Contracting Officer with a copy of same; and,

(v) receipt of proprietary information from the Associate Contractor and transmittal of contractor proprietary information to the Associate contractors' subject to any applicable proprietary information exchange agreements between Associate Contractors when, in either case, those actions are necessary for the performance of either.

(4) In the event that Seller and the Associate Contractor are unable to agree upon any such interface matter of substance, or if the technical data identified is not provided as scheduled, Seller shall promptly notify Buyer and furnish Seller's recommended solution. The Government will determine the appropriate corrective action and the PCO will issue direction to the affected contractor. Seller shall proceed in accordance with such direction subject to applicable contract provisions.

(5) Seller agrees to insert in all lower-tier subcontracts hereunder which require access to proprietary information belonging to the Associate Contractor a provision which shall conform substantially to the language of this clause, including this paragraph (5).

(i) Enabling Clause for Technical Review

(1) Buyer's contract for the Evolved Expendable Launch Vehicle Program is under the management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into a contract with The Aerospace Corporation, bd Systems, Management Consulting and Research, Inc. (MCR) or successor contractor for the services of a technical group which will support the DOD Program Office by performing Technical Review tasks.

(2) 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 consideration for modifying the program or redirecting Buyer's efforts to assure timely and economical accomplishment of program objectives.

(3) In the performance of this contract, Seller agrees to cooperate with The Aerospace Corporation, MCR, bd Systems, or successor contractor by responding to invitations from Buyer 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 from 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 Seller facilities utilized in performance of this contract; and by allowing observation of technical activities by appropriate Aerospace, MCR, bd Systems, or successor contractor technical personnel. The Aerospace Corporation, MCR, and bd Systems personnel engaged in technical review effort are authorized access to any technical information pertaining to the contract.

(4) Seller further agrees to include in each lower-tier subcontract a clause requiring compliance by such subcontractor with the response and access provisions of paragraph (3) above, subject to coordination with Buyer through the Seller. The agreement does not relieve Seller of its responsibility to manage the lower-tier subcontracts effectively and efficiently nor is it intended to establish privity of contract between Buyer, the Government or The Aerospace Corporation, MCR, bd Systems, or successor contractor and such lower-tier subcontractors.

(5) The Aerospace Corporation, MCR, bd Systems, or successor contractor personnel are not authorized to direct Seller in any manner. Seller agrees to accept technical direction from Buyer only.

(j) Elimination of Use of Class I Ozone Depleting Substances (ODS) in Air Force Procurements

(1) It is the Air Force 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.

(2) Unless a specific waiver has been approved, Air Force procurements:

(i) 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

(ii) 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;

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(i) Halons: 1011, 1202, 1211, 1301, and 2402

(ii) Chlorofluorocarbons (CFCs): 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.

(iii) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: None.

(5) To assist the Air Force in implementing this policy, Seller is encouraged, but not required, to notify the Contracting Officer, through Buyer, if any Class I ODS not specifically listed above, is required in the performance of this contract.

(k) Security Requirements

(1) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(2) Seller shall comply with (i) the Security Agreement (DD Form 441), including the [National] Industrial Security [Program Operating] Manual (DOD 5220.22-M), and (ii) any revisions to that manual, notice of which has been furnished to Seller.

(3) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other terms or condition of this contract, the contract shall be subject to an equitable adjustment s if the changes were directed under the Changes clause of this contract.

(4) Seller agrees to insert terms that conform substantially to the language of this clause, including this paragraph (4) but excluding any reference to the Changes clause of this contract, in all lower-tier subcontracts that involve access to classified information.