



**PRIME CONTRACT REQUIREMENTS**

*This Doc 541 (09-13) was written by ULA to anticipate what will be included in ULA's definitized prime contract with its Government customers. ULA is in the process of negotiating the prime contract and will finalize these terms and conditions upon award of definitized prime contract. Any such revision would be subject to the Changes clause.*

A. The following clauses of the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Air Force Federal Acquisition Regulation Supplement (AFFARS) and Air Force Material Command Federal Acquisition Regulation Supplement (AFMC 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: <https://www.acquisition.gov/far/>

**1. FAR FLOWDOWN CLAUSES**

<u>Clause Number</u>	<u>Title/Applicability</u>
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) (Applies if Work under this Contract is performed on a Government Installation. Applies in lieu of 52.223-05 (Aug 2003).)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) (Para (b), Number of calendar days is '30'; Para (d), Number of calendar days is '30')
52.245-9	USE AND CHARGES (AUG 2010) (Applies in lieu of 52.245-9 (JUN 2007). Note 5 applies.)

**2. DFARS FLOWDOWN CLAUSES**

<u>Clause Number</u>	<u>Title/Applicability</u>
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JUN 2011) (Paragraph (f) does not apply.)
252.211-7007	REPORTING OF GOVERNMENT FURNISHED EQUIPMENT IN THE DoD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008) (Only paragraphs (a) through (d) apply.)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2012)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012) (Applies in lieu of 252.227-7014 (MAR 2011).)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS—COMPUTER SOFTWARE (SEP 2011)
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Applicable if this Contract includes a requirement for deferred delivery data. Note 1 applies.)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 4 applies.)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2012)(Applies in lieu of other versions 252.227-7037 in the Contract).
252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010) (Applies if this Contract exceeds \$50 million.)
252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY ( APR 2012)
252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012) (Notes 1 and 2 apply. Substitute the ULA Procurement Representative for the Plant Clearance Officer throughout the clause.)

**3. AFFARS AND AFMC FLOWDOWN CLAUSES**

<u>Clause Number</u>	<u>Title/Applicability</u>
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003) (The blank in paragraph (c) is completed with "NONE". In paragraph (d) Note 2 applies.)
5352.242-9001	COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (AUG 2004)

**NOTES**

1. Substitute "ULA" for "Government" as appropriate throughout this clause.
2. Substitute "ULA" for "Contracting Officer", as appropriate throughout this clause.
3. Substitute "Procurement Representative" for "Administrative Contracting Officer", and "ACO" throughout this clause.
4. Insert "and ULA" after "Government", as appropriate throughout this clause.

5. Communication/notification required under this clause from/to the CONTRACTOR to/from the Contracting Officer shall be through ULA.
6. Insert "and ULA" after "Contracting Officer" throughout the clause.
7. Insert "or Procurement Representative" after "Contracting Officer" throughout the clause.

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

**1) ENABLING CLAUSE FOR GOVERNMENT PROGRAM CONTRACTS REQUIRING INTERFACE WITH AEROSPACE FFRDC CONTRACT SUPPORT**

(a) This contract covers part of the EELV 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, a California nonprofit corporation operating a Federally Funded Research and Development Center (FFRDC), for the services of a technical group that will support the DoD/U.S. Government program office by performing General Systems Engineering and Integration, Technical Review, and/or Technical Support including informing the commander or director of the various Department of Defense ("DoD") organizations it supports and any U.S. Government program office of product or process defects and other relevant information, which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program.

1. 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 applicable 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.

2. Technical Review (TR) includes 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 applicable Air Force Program Manager as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts to assure timely and economical accomplishment of program objectives.

3. Technical Support (TS) deals with broad areas of specialized needs of customers for planning, system architecting, research and development, horizontal engineering, or analytical activities for which The Aerospace Corporation is uniquely qualified by virtue of its specially qualified personnel, facilities, or corporate memory. The categories of TS tasks are: Selected Research, Development, Test and Evaluation; Plans and System Architecture; Multi-Program Systems Enhancement; International Technology Assessment; and Acquisition Support.

(b) In the performance of this contract, the CONTRACTOR agrees to cooperate with The Aerospace Corporation by 1) responding to invitations from authorized U. S. Government personnel to attend meetings; 2) 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 top-level life cycle cost\* data, where available; 3) by delivering data as specified in the Contract Data Requirements List; 4) by discussing technical matters relating to this program; 5) by providing access to contractor facilities utilized in the performance of this contract; 6) and by allowing observation of technical activities by appropriate technical personnel of The Aerospace Corporation. The Aerospace Corporation personnel engaged in GSE&I, TR, and/or TS efforts: (i) are authorized access to all such technical information (including proprietary information) pertaining to this contract and may discuss and disclose it to the applicable DoD personnel in a program office; (ii) are authorized to discuss and disclose such technical information (including proprietary information) to the commander or director of the various DoD organizations it supports and any U.S. Government personnel in a program office which, if not disclosed to the U.S. Government, could have adverse effects on the reliability and mission success of a U.S. Government program; and (iii) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know.

(c) The CONTRACTOR further agrees to include in all subcontracts a clause requiring compliance by subcontractor and supplier and succeeding levels of subcontractors and suppliers with the response and access and disclosure provisions of this Enabling Clause, subject to coordination with the contractor, except for subcontracts for commercial items or commercial services. 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 such subcontractors or suppliers, except as indicated in paragraph (d) below.

(d) The Aerospace Corporation shall protect the proprietary information of contractors, subcontractors, and suppliers in accordance with the Master Non-disclosure Agreement The Aerospace Corporation entered into with the Air Force, a copy of which is available upon request. This Master Non-disclosure Agreement satisfies the Nondisclosure Agreement requirements set forth in 10 U.S.C. §2320 (f)(2)(B), and provides that such contractors, subcontractors, and suppliers are intended third-party beneficiaries under the Master Non-disclosure Agreement and shall have the full rights to enforce the terms and conditions of the Master Non-disclosure Agreement directly against The Aerospace Corporation, as if they had been signatory party hereto. Each such contractor, subcontractor, or supplier hereby waives any requirement for The Aerospace Corporation to enter into any separate company-to-company confidentiality or other non-disclosure agreements.

(e) Aerospace shall make the technical information (including proprietary information) available only to its Trustees, officers, employees, contract labor, consultants, and attorneys who have a need to know, and Aerospace shall maintain between itself and the foregoing binding agreements of general application as may be necessary to fulfill their obligations under the Master Non-disclosure Agreement referred to herein, and Aerospace agrees that it will inform contractors, subcontractors, and suppliers if it plans to use consultants, or contract labor personnel and, upon the request of such contractor, subcontractor, or supplier, to have its consultants and contract labor personnel execute non-disclosure agreements directly therewith.

(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 ULA.

2. Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Procurement Representative signed by both the ULA 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.

**2) 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) (hereinafter referred to as CAAS/SETAs).

(b) In the performance of this Contract, subject to coordination with ULA, the CONTRACTOR agrees to cooperate with any 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 ULA 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 Procurement Representative or a Contract Modification signed by both the designated 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.**

**3) TRANSFER OF GOVERNMENT PROPERTY FROM ELC CONTRACTS**

Government Property accountable under any subcontract under prior ULA prime contracts – (e.g. Consolidated ELC contract no. FA8816-06-C-0002) - shall be transferred to this Contract. In as much as said property has been furnished or acquired originally by the Contractor and its subcontractor and never physically transferred to the Government, it is agreed by both parties that responsibility for said items shall remain as the original classification (GFP/CA) with the Contractor and its subcontractors. In no event shall said items be the basis for a claim of unsuitable Government-furnished Property (GFP) or result in a schedule relief claim.

**C. The following additional provisions apply to this Contract if this Contract is for Construction Work:**

**1. FAR FLOWDOWN CLAUSES**

<u>Clause Number</u>	<u>Title/Applicability</u>
52.222-06	DAVIS- BACON ACT (JUL 2005)
52.222-07	WITHOLDING OF FUNDS (FEB 1998) (Note 7 applies.)
52.222-08	PAYROLLS AND BASIC RECORDS (JUN 2010)
52.222-09	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005) (Revise paragraph (c) as follows “The CONTRACTOR shall be responsible for compliance by any lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).”)
52.222-12	CONTRACT TERMINATION—DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DABIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)