



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 927 (10/01/96)

MARTIN MARIETTA SUBCONTRACT HL2-11021

(F04701-92-C-0028)

TITAN IV LAUNCH VEHICLE PROGRAM

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

(8) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

- (10) 52.215-2 Audit -- Negotiation (DEC 1989). This clause applies only if this contract exceeds \$10,000.
- (11) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (12) 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.
- (13) 52.215-30 Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller includes facilities capital cost of money as a proposed cost of this contract.
- (14) 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller did not include facilities capital cost of money as a proposed cost of this contract.
- (15) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB)(JUL 1991). 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 (JAN 1991). 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) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (23) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (24) 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.
- (25) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (26) 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.

- (27) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (28) 52.225-11 Restrictions on Certain Foreign Purchases (APR 1991)
- (29) 52.227-1 Authorization and Consent (APR 1984), Alternate I (APR 1991)
- (30) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds the FAR small purchase limitation. A copy of each notice sent to the Government will be sent to Buyer.
- (31) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)
- (32) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). Insert "or Martin Marietta" after "Government." In this clause, "Contracting Officer" shall mean Martin Marietta.
- (33) 52.244-5 Competition in Subcontracting (APR 1984)
- (34) 52.245-18 Special Test Equipment (FEB 1993). In this clause, "Contracting Officer" shall mean Buyer. 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.
- (35) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.
- (b) 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) 252.209-7000 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 (see FAR 11.001).
- (2) 252.210-7003 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.
- (3) 252.215-7000 Pricing Adjustments (DEC 1991)
- (4) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (DEC 1991)
- (5) 252.225-7001 Buy American Act and Balance of Payments Program (DEC 1991)
- (6) 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.
- (7) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.
- (8) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be originated, developed, or delivered under this contract.

- (9) 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.
- (10) 252.227-7029 Identification of Technical Data (APR 1988)
- (11) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of data is required under this contract.
- (12) 252.227-7031 Data Requirements (OCT 1988). Modified to delete "DD Form 1423 (Contract Requirements List)" and to substitute "Data Requirements List" in lieu thereof.
- (13) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (14) 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of data is required under this contract.
- (15) 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991)
- (16) 252.231-7000 Supplemental Cost Principles (DEC 1991)
- (17) 252.235-7003 Frequency Authorization (DEC 1991)
- (18) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (19) 252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" shall mean Buyer.
- (20) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.

(c) Frequency Management Procedures

Pursuant to the clause hereof entitled "Frequency Authorization," the following procedures shall be followed in obtaining radio frequency authorization:

- (1) The policy and procedures contained in AFR 700-14 will be followed to obtain frequency allocation approval of electromagnetic devices and USAF Radio Frequency Assignment.
- (2) Frequency allocation proposals, presented on DD forms 1494, will be submitted through Buyer to the Space Division Frequency manager for timely Joint Frequency Panel consideration as stated in AFR 700-14, Chapter 4.

(d) Scientific/Technical Information (STINFO)

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

Defense Technical Information Center

Attn: Registration Section (DTIC-DDR-B)

Bldg. 5, Cameron Station

Alexandria, Virginia 22304-6145

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

(e) Enabling Clause for General Systems Engineering and Integration

(1) Buyer's contract covers part of the Titan IV Program which is under the general program management of the Air Force Space Systems Division (SSD). 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 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 contractors' 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 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 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, Martin Marietta, 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.

(f) Safety and Accident Prevention

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

- (i) conform to the specific safety requirements contained in the contract;
 - (ii) comply with the safety rules of Martin Marietta or of the Government installation that concern 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, Martin Marietta, Seller and Government personnel performing, or in any way coming in contact with, the performance of this contract for those related activities not directly addressed by 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, 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 provisions of this contract entitled "Changes".
- (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.

(g) Notification of Government Security Activity

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

Thirty (30) days before the date Seller operations will begin on base, Seller shall notify the security policy activity shown in the distribution block of the DD Form 254, DoD Contract Security Classification Specifications, 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 area 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.

(h) Inspections by Martin Marietta

In Article 3, Paragraph (A) of Buyer 858 and Buyer 859, after the term "Buyer" add the term "and Martin Marietta."

(i) Availability of Seller Records

(1) Upon request by Buyer, Seller shall make available, in a timely manner, to Buyer and Martin Marietta records of the contract and of end items under the contract for:

(i) the proposed, negotiated, and incurred costs and related profit or fee;

(ii) bills of material; and

(iii) work measurement system data (and any revision to such data), including standard hours of work content. These work measurement system data are those generated from time standard setting, time monitoring and variance analysis, produced for such purposes as planning, cost estimating, and productivity improvement. This availability includes

access to proposed and negotiated work measurement system data (and any revision to such data).

(2) Nothing in this clause shall require Seller to collect or maintain additional data not otherwise collected or maintained nor to maintain data in a form or manner different from that in which Seller maintains such data.

(3) Any data covered by this clause shall be available for review until three years after final payment.