

**PRIME CONTRACT REQUIREMENTS**

A. The following clauses of the NRO Acquisition Manual (NAM) 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 NAM clause may be accessed at <https://arc.westfields.net/> with a subscription. If CONTRACTOR is unable to locate the clauses found below, contact the Procurement Representative. Any clauses which are duplicative to DFARS are indicated by the DFARS clause number parenthetically inserted beside it.

**1. NAM FLOWDOWN CLAUSES**

<b><u>Clause Number</u></b>	<b><u>Title/Applicability</u></b>
N52.203-003	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DFARS 252.203-7001) (DEC 1999) (Does not apply if this Contract is for commercial items or components.)
N52.203-004	PERSONAL CONDUCT (APR 1997) (Applies if Work under this Contract is on a Government Installation.)
N52.204-001	SECURITY REQUIREMENTS (MAR 2000) (Applicable if this Contract involves classified material.)
N52.204-002	CONTRACTOR PERSONNEL (MAR 1996) (Applies if Work under this Contract is on a Government Installation. Information required by this clause should be submitted to the Procurement Representative. In the last sentence substitute "7" for "10".)
N52.204-003	SPECIAL NOTIFICATION AND APPROVAL REQUIREMENTS (JUN 2003) (In paragraphs (a)(1)(i) and (a)(2)(ii) Note 2 applies. In paragraph (a)(1)(ii) Note 6 applies.)
N52.204-004	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (JUN 2003) (Applies if CONTRACTOR requires the use of Secured Communications (COMSEC) or if the CONTRACTOR is securing telecommunications.)
N52.204-006	SECURITY REQUIREMENTS – SIGHT SENSITIVE HARDWARE (JUN 2003) (Applicable if the CONTRACTOR receives or has access to any sight sensitive hardware. Note 5 applies.)
N52.209-001	ACQUISITION FROM SUBCONTRACTS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE RANGE NUCLEAR FORCES (INF) TREATY (MAR 1996) (Does not apply if this Contract is for a commercial item. In paragraph (a) Note 2 applies.)
N52.209-005	DISCLOSURE OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (JUL 1996) (Applicable if CONTRACTOR has access to classified material.)
N52.209-005	PROTECTION OF INFORMATION (SEP 2003)
N52.209-008	ORGANIZATIONAL CONFLICTS OF INTEREST: GENERAL (MAR 1996) (Note 2 applies. Note 4 applies except in paragraph (d) when Note 3 applies.)
N52.211-004	USE OF THE METRIC SYSTEM OF MEASUREMENT (MAR 1996) (Note 2 applies.)
N52.211-005	CONTRACTOR IDENTIFICATION OF SUPPLIES, COMPONENTS, REPORTS, DOCUMENTATION, OR SERVICES REQUIRING EXEMPTION TO THE METRIC SYSTEM OF MEASUREMENT (JUL 1996) (Note 2 applies.)
N52.211-007	NRO STANDARDS DOCUMENT COMPLIANCE (SEP 2000) (Note 2 applies.)
N52.223-005	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIAL (OCT 1997) (Applicable if CONTRACTOR is storing or disposing of toxic or hazardous material on a federal installation. Insert none in blank.)
N52.223-006	CONTRACTOR COMPLIANCE WITH ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH, AND SYSTEM SAFETY REQUIREMENTS (OCT 1997) (Notes 5 and 7 apply.)
N52.227-014	TECHNICAL DATA: COMERCIAL ITEMS (DFARS 252.227-7015) (MAR 1996) (Applies if delivery of data is required for commercial items under this Contract.)
N52.227-015	RIGHTS IN TECHNICAL DATA NON-COMMERCIAL ITEMS (DFARS 252.227-7013) (JUL 1996) (Applies if the delivery of technical data is required or where computer software may be originated, developed or delivered under this Contract.)
N52.227-017	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (DFARS 252.227-7037) (DEC 1999) (Applies if the delivery of technical data is required under this Contract.)
N52.227-019	LIMITATIONS ON THE USE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (DFARS 252.227-7025) (MAR 1996)
N52.227-021	RIGHTS IN BID OR PROPOSAL INFORMATION (DFARS 252.227-7016) (MAR 1996)

N52.227-022	TECHNICAL DATA: WITHHOLDING OF PAYMENT (OCT 1997) (Applies only if the delivery of technical data is required under this Contract. Notes 1 and 2 apply.)
N52.227-023	CERTIFICATION OF TECHNICAL DATA CONFORMITY (OCT 1997) (Applicable if the delivery of technical data is required under this Contract.)
N52.227-033	RIGHTS IN NON-COMMERCIAL COMPUTER/NON-COMMERCIAL SOFTWARE DOCUMENTATION (MAR 1996) (DFARS 252.227-7014)(Applicable with delivery of noncommercial computer software or noncommercial computer software documentation.)
N52.227-035	VALIDATION OF ASSERTED RESTRICTIONS: COMPUTER SOFTWARE (MAR 1996) (DFARS 252.227-7019) (Applies if Contract will require delivery of computer software.)
N52.231-001	SUPPLEMENTAL COST PRINCIPLES (MAR 1996)
N52.237-002	EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES (MAR 2001) (Applies if Work under this Contract is performed on a government installation. Note 5 applies.)
N52.244-001	SUBCONTRACTS (EDUCATIONAL INSTITUTIONS) (SEP 1996)
N52.244-002	SUBCONTRACT REPORTING, MONITORING AND CONSENT (DEC 2006) (Applies unless CONTRACTOR is a US-owned company and provides only unclassified commercial products and/or services on a fixed price basis.)
N52.245-001	CONTRACT ACCOUNTABLE GOVERNMENT PROPERTY: RESPONSIBILITIES, USE, REPORTING, AND ADMINISTRATION (AUG 2006) (Note 5 applies. The following is added as paragraph (k) "CONTRACTOR shall provide to ULA immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system.)
N52.245-006	IDENTIFICATION OF PROMOTIONAL ITEMS (DEC 2000) (Note 5 applies.)

**NOTES**

1. Substitute "ULA" for "Government" throughout this clause.
2. Substitute "Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and ULA" after "Government" throughout this clause.
4. Insert "or ULA" after "Government" 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 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. SAIC
10. Aerospace Corporation

(b) In the performance of this Contract, subject to coordination with ULA, 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 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.

(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.

2) **GSA RULES**

CONTRACTOR must comply with the rules for subcontracting under General Services Administration Federal Supply Schedule Contract because ULA's prime is an FSS contract.