



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 904 (10/01/96)

F04701-94-C-0030

AF-TENCAP

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)(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) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAR 1986). 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.
- (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) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (30) 52.227-1 Authorization and Consent (APR 1984)
- (31) 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.
- (32) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)
- (33) 52.244-5 Competition in Subcontracting (APR 1984)
- (34) 52.245-2 Government Property (DEC 1989)
- (35) 52.245-18 Special Test Equipment (FEB 1993)
- (36) 52.246-23 Limitation of Liability (APR 1984)
- (37) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.
- (38) 52.251-1 Government Supply Sources (APR 1984)
- (39) 52.253-1 Computer Generated Forms (JAN 1991)
- (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) 252.203-7001 Special Prohibition on Employment (APR 1993) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
- (2) 252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.
- (3) 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- (4) 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)
- (5) 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).
- (6) 252.210-7003 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.

- (7) 252.215-7000 Pricing Adjustments (DEC 1991)
- (8) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (MAY 1994)
- (9) 252.223-7001 Hazard Warning Labels (DEC 1991)
- (10) 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
- (11) 252.225-7001 Buy American Act and Balance of Payments Program (DEC 1991)
- (12) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
- (13) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)
- (14) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991), Alternate I (DEC 1991)
- (15) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (APR 1993)
- (16) 252.225-7022 Restrictions on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 1991)
- (17) 252.225-7025 Foreign Source Restrictions (APR 1993)
- (18) 252.225-7026 Reporting of Contract Performance Outside the United States (APR 1993). This clause applies only if this contract exceeds \$100,000 and is not for commercial items as defined in DFARS 211.7001.
- (19) 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.
- (20) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.
- (21) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 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.
- (22) 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.
- (23) 252.227-7029 Identification of Technical Data (APR 1988)
- (24) 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.
- (25) 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.
- (26) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (27) 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.

(28) 252.231-7000 Supplemental Cost Principles (DEC 1991)

(29) 252.235-7003 Frequency Authorization (DEC 1991), Alternate I (DEC 1991)

(30) 252.246-7001 Warranty of Data (DEC 1991). In this clause, "Government" and "Contracting Officer" shall mean Buyer. The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data.

(31) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation.

(32) 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.

(33) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.

(34) 252.251-7000 Ordering From Government Supply Sources (DEC 1991)

(c) Elimination of Class I Ozone Depleting Substances in Air Force Procurements

(1) It is the Air Force policy to eliminate the use of Class I Ozone Depleting Substances (ODS) in all Air Force procurements.

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

(A) 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;

(B) 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; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

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

(A) Halons: 1011, 1201, 1211, 1301, and 2402.

(B) Chlorofluorocarbons (CFC): 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.

(C) 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 authorization has been obtained to continue use of these substances. Notify Buyer's authorized purchasing representative if any additional Class I ODS have been required in the performance of this contract or will be delivered as part of end items or services under this contract.

(d) Enabling Clause for General Systems Engineering and Integration

(1) Buyer's customer, the U.S. 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 on 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 the contractors' 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 authorized personnel 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. 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 subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (3) above, subject to coordination with Buyer. This agreement does not relieve Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government, The Aerospace Corporation, or Buyer and such subcontractors.

(5) The Aerospace Corporation personnel are not authorized to direct Seller in any manner. Seller agrees to accept technical direction solely from Buyer's authorized purchasing representative.

(e) Enabling Clause for Technical Review

(1) Buyer's customer, the U.S. 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 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 the contractors' 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 by responding to invitations from authorized personnel 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. The Aerospace personnel engaged in technical review effort are authorized access to any technical information pertaining to this contract.

(4) Seller 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 (3) above, subject to coordination with Buyer. This agreement does not relieve Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government, The Aerospace Corporation, or Buyer and such subcontractors.

(5) The Aerospace Corporation personnel are not authorized to direct Seller in any manner. Seller agrees to accept technical direction solely from Buyer's authorized purchasing representative.