



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 941 (10/01/96)

F33657-93-C-2054

PEACE SUN IX 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 (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. 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 \$100,000. 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) 52.208-1 Required Sources for Jewel Bearings and Related Items (APR 1984)

(7) 52.210-5 New Material (MAY 1995). "Contracting Officer" shall mean Buyer.

(8) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (MAY 1995). "Contracting Officer" shall mean Buyer.

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

(10) 52.215-2 Audit and Records -- Negotiation (OCT 1995). This clause applies only if this contract exceeds \$100,000 and

(i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

(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) (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) 52.215-40 Notification of Ownership Changes (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.

(17) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)

(18) 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.

(19) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)

(20) 52.220-3 Utilization of Labor Surplus Area Concerns (JUL 1995)

(21) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.

(22) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.

(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) 52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991)
- (30) 52.223-11 Ozone-Depleting Substances (MAY 1995)
- (31) 52.225-10 Duty-Free Entry (APR 1984). This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."
- (32) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (33) 52.227-1 Authorization and Consent (JUL 1995)
- (34) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.
- (35) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)
- (36) 52.228-5 Insurance - Work on a Government Installation (SEP 1989). This clause applies only if this contract requires work on a Government installation.
- (37) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994)
- (38) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if this contract requires work on a Government installation.
- (39) 52.244-5 Competition in Subcontracting (APR 1984)
- (40) 52.245-2 Government Property (DEC 1989)
- (41) 52.245-17 Special Tooling (APR 1984)
- (42) 52.245-18 Special Test Equipment (FEB 1993)
- (43) 52.246-23 Limitation of Liability (APR 1984)
- (44) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is for

\$100,000 or more. "Contracting Officer" means Buyer.. If a Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of net acquisition savings or collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

(45) 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 \$100,000 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) 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994)

(11) 252.223-7003 Change in Place of Performance -- Ammunition and Explosives (DEC 1991)

(12) 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)

(13) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)

(14) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

(15) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)

(16) 252.225-7010 Duty-Free Entry -- Additional Provisions (DEC 1991). This clause applies if FAR 52.225-10 applies. Additional information referenced in this clause is available on request.

- (17) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991), Alternate I (DEC 1991)
- (18) 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991)
- (19) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (APR 1993)
- (20) 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (APR 1995)
- (21) 252.225-7025 Foreign Source Restrictions (APR 1993)
- (22) 252.225-7026 Reporting of Contract Performance Outside the United States (MAY 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items as defined in DFARS 211.7001.
- (23) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991). This clause applies only if this contract is for Foreign Military Sales.
- (24) 252.227-7013 Rights in Technical Data and Computer Software (OCT 1988). This clause applies only if the delivery of technical data is required or where computer software may be originated, developed or delivered under this contract.
- (25) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of technical data is required by this contract.
- (26) 252.227-7029 Identification of Technical Data (APR 1988). This clause applies only if the delivery of technical data is required under this contract.
- (27) 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 technical data is required under this contract.
- (28) 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.
- (29) 252.227-7036 Certification of Technical Data Conformity (MAY 1987). This clause applies only if the delivery of technical data is required under this contract.
- (30) 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of technical data is required under this contract.
- (31) 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991)
- (32) 252.231-7000 Supplemental Cost Principles (DEC 1991)
- (33) 252.235-7003 Frequency Authorization (DEC 1991)
- (34) 252.243-7001 Pricing of Contract Modifications (DEC 1991)
- (35) 252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information Buyer may require to complete Buyer's annual report.

(36) 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.

(37) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds \$100,000.

(38) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.

(39) 252.249-7002 Notification of Proposed Program Termination or Reduction (MAY 1995). This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

(c) Cost Accounting Standards

If clause 383 or 384 is incorporated in this contract, the date of the "Administration of Cost Accounting Standards" clause (FAR 52.230-5) is hereby changed from AUG 1992 to FEB 1995.

(d) Release of Information

(1) Seller shall not make public release of any information relating to all or any part of this contract without prior approval of the Office of Public Affairs, ASC/PA, Wright-Patterson AFB, OH 45433-6503.

(2) For the purpose of this clause, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.

(3) Twelve copies of any information to be released must be submitted to ASC/PA, through Buyer's authorized purchasing representative, for security and policy review and clearance 45 days prior to release. Information copies will also be sent, through Buyer's authorized purchasing representative, to the cognizant contracting officer and project engineer. Papers/presentations co-authored with an Air Force author may be submitted by either author.

(4) Seller agrees that in the release of information relating to this contract, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth below:

Aeronautical Systems Center (AFMC)

Wright-Patterson AFB Ohio

(5) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements."

(6) Seller further agrees to include this clause in any subcontract awarded as a result of this contract.