



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 968 (4/8/97)

F33657-96-C-2059

C-17 PROGRAM FY 97

GOVERNMENT CONTRACT REQUIREMENTS

(a) The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraphs (17), (18), (19), and (30) of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

(1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

(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) 52.204-2 Security Requirements (AUG 1996) (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) 52.211-5 New Materials (MAY 1995)

(9) 52.211-7 Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)

(10) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

(11) 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.

(12) 52.215-26 Integrity of Unit Prices (OCT 1995) [excluding paragraph (c)]

(13) 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.

(14) 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.

(15) 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.

(16) 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)

(17) 52.219-9 Small, Small Disadvantaged and Women-Owned Small 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.

(18) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.

(19) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]

(20) 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.

(21) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.

(22) 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.

(23) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

- (24) 52.223-7 Notice of Radioactive Materials (NOV 1991). "Contracting officer" shall mean Buyer. Buyer requires the notification discussed in Paragraph (a) of the referenced clause 100 days prior to planned delivery.
- (25) 52.223-11 Ozone-Depleting Substances (MAY 1995)
- (26) 52.223-14 Toxic Chemical Release Reporting (OCT 1996) [excluding paragraph (e)]. This clause applies only if this contract (including all options) exceeds \$100,000 and the contract is not for commercial items, as defined in FAR Part 2.
- (27) 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.
- (28) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (29) 52.227-1 Authorization and Consent (JUL 1995)
- (30) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (MAY 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.
- (31) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)
- (32) 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.
- (33) 52.244-5 Competition in Subcontracting (APR 1984)
- (34) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(35) 52.245-2 Government Property (DEC 1989)

(36) 52.245-18 Special Test Equipment (FEB 1993)

(37) 52.246-23 Limitation of Liability (APR 1984)

(38) 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 (NOV 1995) [excluding paragraph (g)]. This clause applies only if this contract exceeds \$100,000 and is not for commercial items or components.

(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 (NOV 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items.

(6) 252.211-7000 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) (NOV 1995)
- (9) 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
- (10) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)
- (11) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
- (12) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)
- (13) 252.225-7014 Preference for Domestic Specialty Metals (NOV 1995), Alternate I (DEC 1991)
- (14) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (NOV 1995). This clause applies unless this contract is for commercial items other than ball or roller bearings or for items that do not contain ball or roller bearings.
- (15) 252.225-7025 Foreign Source Restrictions (APR 1995)
- (16) 252.225-7026 Reporting of Contract Performance Outside the United States (NOV 1995). This clause applies only if this contract exceeds \$100,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.
- (17) 252.227-7013 Rights in Technical Data -- Noncommercial Items (NOV 1995). This clause applies only if this contract requires Seller to provide noncommercial technical data to Buyer for delivery to the Government.

(18) 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if this contract requires Seller to provide noncommercial computer software or noncommercial computer software documentation to Buyer for delivery to the Government.

(19) 252.225-7015 Technical Data - Commercial Items (NOV 1995)

(20) 252.227-7019 Validation of Asserted Restrictions -- Computer Software (JUN 1995). This clause applies only if this contract requires Seller to provide computer software to Buyer for delivery to the Government.

(21) 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.

(22) 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.

(23) 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.

(24) 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995). This clause applies only if the delivery of technical data is required under this contract and the contract is not for commercial items or commercial components.

(25) 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991)

(26) 252.231-7000 Supplemental Cost Principles (DEC 1991)

(27) 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

(28) 252.243-7001 Pricing of Contract Modifications (DEC 1991)

(29) 252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information Buyer may require to complete Buyer's annual report.

(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 (NOV 1995). This clause applies only if this contract exceeds \$100,000.

(32) 252.249-7001 Notification of Substantial Impact on Employment (MAY 1994). This clause applies only if this contract is \$500,000 or more.

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

(1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS) and their release into the environment to help protect the Earth's stratospheric ozone layer.

(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

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

(A) Halons: 1011, 1202, 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, CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(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 approval has been obtained to require use of the following substances: Halon 1211 and Halon 1301.

(5) To assist the Air Force in implementing this policy, Seller is encouraged, but not required, to notify Buyer if any Class I ODS other than Halon 1211 or Halon 1301 is required in the performance of this contract.

(e) Use of Government Facilities on a Rent-Free Basis

Seller agrees that it will not directly, through overhead charges or otherwise, include in the price of this contract, or seek reimbursement under this contract for any rental charge paid by Seller for the use on other contracts of the facilities referred to herein. Any subcontract hereunder which authorizes the lower-tier subcontractor to use Government facilities on a rent-free basis shall contain a clause to the same effect as this paragraph.

(f) Supplies to be Accorded Duty-Free Entry

In accordance with paragraph (a) of the clause entitled "Duty-Free Entry" and/or paragraph (b) of the clause entitled "Duty-Free Entry - Qualifying Country End Products and supplies", the following supplies are hereby identified as supplies to be accorded duty-free entry:

Litton System - Canada - Warning and Caution Panel

Penny and Giles - England - AC Integrated Data

Systems

Sundstrand - Singapore - England - AC Integrated

Data Systems

Allied Signal - Canada - Integrated Environmental

Control System

Menasco - Canada - Nose Landing Gear

Westland - England - Flap Vanes

BAE - England - Strake

GEC - England - Heads Up Display System

Aerostructures - England - Trailing Edge Panels

Aerostructures - England - Flap Hinge Fairing

Plessey - England - Fuel Boost Pump, Tank Mounted

Pressure Regulation System

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