



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 970 (4/8/97)

F04701-97-C-0005

EELV PRE-EMD

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

(14) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (OCT 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.

- (15) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (16) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (17) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (18) 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.
- (19) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (20) 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.
- (21) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (22) 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.
- (23) 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)
- (24) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)
- (25) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.

(26) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)

(27) 52.228-5 Insurance - Work on a Government Installation (SEP 1989). This clause applies only if this contract requires work on a Government installation.

(28) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1995)

(29) 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.

(30) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)

(31) 52.245-2 Government Property (DEC 1989)

(32) 52.245-18 Special Test Equipment (FEB 1993)

(33) 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) (APR 1993)

- (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 (JAN 1994)

- (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 (NOV 1995), Alternate I (DEC 1991)

(15) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (SEP 1996). 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.

(16) 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 1991)

(17) 252.225-7025 Foreign Source Restrictions (SEP 1996)

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(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) 252.227-7030 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.

(24) 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.

(25) 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.

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

(27) 252.243-7001 Pricing of Contract Modifications (DEC 1991)

(28) 252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information Buyer may require to complete Buyer's annual report.

(29) 252.247-7023 Transportation of Supplies by Sea (NOV 1995). This clause applies only if this contract exceeds \$100,000.

(30) 252.249-7001 Notification of Substantial Impact on Employment (MAY 1994). This clause applies only if this contract is \$500,000 or more.

(31) 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) If clause 383 or 384 is incorporated in this contract, the FAR designation for the "Administration of Cost Accounting Standards" clause is hereby changed from FAR 52.230-5 to FAR 52.230-6 and the dates of the clauses are hereby changed from AUG 1992 to APR 1996.

(d) Enabling Clause for Government-Contracted Program Support

(1) Buyer's contract with the Air Force is managed by the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into contracts with The Aerospace Corporation (Aerospace), bd Systems, Tecolote Research, Inc (Tecolote), and EarthTec, Inc (EarthTec) for performance of Technical Review (TR) tasks, General Systems Engineering and Integration (GSE&I), and environmental analysis in support of the SMC program office.

(2) Technical Review (TR) is the process of appraising the technical performance of contractors 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 System Program Director as an independent technical assessment for his/her consideration for modifying the program or redirecting effort to assure timely and economical accomplishment of program objectives.

(3) General Systems Engineering and Integration (GSE&I) encompasses 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 System Program Director and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the effort; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(4) The environmental analysis will consist of the preparation of appropriate documentation such as an Environmental Impact Statement as required the National Environmental Policy Act. Consideration of the environmental impacts of the proposed action must be incorporated into the decision-making process. This is defined by 40 CFR Part 1500 et seq. and includes public scoping meetings, public hearings, and public disclosure of certain information, as required.

(5) In the performance of this contract, Seller agrees to cooperate with Aerospace, bd Systems, Tecolote , and EarthTec or successor contractors 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 cost, schedule, and milestone data, all in their original form or reproduced form; by delivering data or providing access to data; by discussing technical matters relating to this contract; by providing access to Seller's facilities used in the performance of this contract; and by allowing observation of technical activities by appropriate technical personnel. The support personnel engaged in this technical review effort are authorized access to any technical information pertaining to this contract.

(6) 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 (5) 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, Aerospace, bd Systems, Tecolote, or EarthTec and such subcontractors.

(5) Aerospace, bd Systems, Tecolote, and EarthTec personnel are not authorized to direct Seller in any manner. Seller agrees

to accept technical direction solely from Buyer's authorized purchasing representative.

(e) 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: NONE.

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

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