



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 971 (4/8/97)

N00019-96-C-0127

FY96 HARPOON/SLAM PRODUCTION

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 (21), (22), (23), and (33) 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 (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) 52.211-5 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) (MAR 1996). 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 part 31. 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) 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1995). This clause applies only if this contract exceeds \$500,000.

(17) 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995)

(18) 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.

(19) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.

(20) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.

(21) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]

(22) 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.

(23) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.

- (24) 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.
- (25) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (26) 52.223-14 Toxic Chemical Release Reporting (OCT 1995) [excluding paragraph (e)]. This clause applies only if this contract (including all options) exceeds \$100,000, the contract is not for commercial items, as defined in FAR Part 12, and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.
- (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 (APR 1984)
- (30) 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.
- (31) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)
- (32) 52.244-5 Competition in Subcontracting (APR 1984)
- (33) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- (34) 52.245-2 Government Property (DEC 1989)

(35) 52.245-17 Special Tooling (APR 1984)

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

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

(38) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.

(39) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984)

(40) 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" shall mean 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.

(41) 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) 252.204-7003 Control of Government Personnel Work Product (APR 1992)

- (3) 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)

- (4) 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.

- (5) 252.211-7000 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.

- (6) 252.215-7000 Pricing Adjustments (DEC 1991)

- (7) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (NOV 1995)

- (8) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1994)

- (9) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

- (10) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)

- (11) 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.

- (12) 252.225-7014 Preference for Domestic Specialty Metals (NOV 1995), Alternate I (DEC 1991)

- (13) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 1996)

- (14) 252.225-7025 Foreign Source Restrictions (APR 1993)

- (15) 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.
- (16) 252.225-7027 Limitation on Sales Commissions and Fees (DEC 1991). This clause applies only if this contract is for Foreign Military Sales. The blanks are the country to which the goods or services will ultimately be delivered.
- (17) 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991). This clause applies only if this contract is for Foreign Military Sales.
- (18) 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.
- (19) 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.
- (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) 252.227-7030 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.
- (22) 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.
- (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 (JUN 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) 252.235-7003 Frequency Authorization (DEC 1991)
- (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) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if this contract exceeds \$100,000.
- (31) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.
- (32) 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.
- (33) 252.251-7000 Ordering From Government Supply Sources (DEC 1991)

(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. In clause 384 the date of the "Disclosure and Consistency of Cost Accounting Practices" clause (FAR 52.230-3) is hereby changed from AUG 1992 to NOV 1993.

(d) Environmental Controls. This clause applies only if this contract will be performed within the jurisdiction of the San Diego, California Air Pollution Control District.

Notwithstanding that this contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains Seller's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

(e) Ozone Depleting Substances

All goods to be delivered under this contract will have a supplier certification statement as to whether the goods contain, or do not contain, or were manufactured with, ozone depleting substances. One of the following statements must be used:

Negative: The seller certifies these goods were not manufactured with and do not contain any ozone depleting substances.

Positive: The seller certifies these goods are in compliance with the ozone depleting substances labeling requirements under U.S. law.

One of the statements above must appear on shipping documents (bill of lading, manifest, commercial or pro-forma invoice, etc.). The precautionary labeling, necessary when issuing a positive statement, must accompany the positive statement and must be in accordance with 40 CFR Part 82 Subpart E.