



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 979 (9/4/97)

MILITARY SPACEPLANE

INTEGRATED TECHNOLOGY TESTBED

F29601-97-C-0135

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 (26) 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 (JAN 1997). 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)
- (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). 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 information is required.
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-2 Audit and Records -- Negotiation (AUG 1996). 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.

(9) 52.215-27 Termination of Defined Benefit Pension Plans (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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (JAN 1997)

(15) 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997))

(16) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996). 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.

(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) 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)

- (23) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)
- (24) 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.
- (25) 52.244-5 Competition in Subcontracting (DEC 1996)
- (26) 52.244-6 Subcontracts for Commercial Items and Commercial Components (OCT 1995)
- (27) 52.245-2 Government Property (DEC 1989)
- (28) 52.245-18 Special Test Equipment (FEB 1993)
- (29) 52.251-1 Government Supply Sources (APR 1984). This clause applies only if Seller is notified by Buyer that it is authorized to purchase from Government supply sources in the performance of this contract.
- (30) 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 (JUN 1997) [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) 252.215-7000 Pricing Adjustments (DEC 1991)
- (7) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- (8) 252.225-7025 Restriction on Acquisition of Forgings (JUN 1997). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.
- (9) 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.
- (10) 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.

(11) 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.

(12) 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)

(13) 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.

(14) 252.231-7000 Supplemental Cost Principles (DEC 1991)

(15) 252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information Buyer may require to complete Buyer's annual report.

(16) 252.247-7024 Notification of Transportation of Supplies by Sea (NOV 1995). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if this contract is not for commercial items or components.

(17) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.

(18) 252.251-7000 Ordering From Government Supply Sources (DEC 1991). This clause applies only if Seller is notified by Buyer that it is authorized to purchase from Government supply sources in the performance of this contract.

(c) Cost Accounting Standards

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) Organizational Conflict of Interest

(1) To prevent conflicting roles which may bias Seller's judgment and objectivity, or to preclude Seller from obtaining an unfair competitive advantage in concurrent or future acquisitions, Seller will be restricted as set forth in subparagraph (3).

(2) The following descriptions or definitions apply:

(A) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software, and may appear in cost and pricing data or involve classified information.

(B) "Seller" means the business entity receiving the award of this contract and its parents, affiliates, divisions, and subsidiaries.

(3) The following rules apply:

(A) Seller may gain access to proprietary information of other companies during contract performance. Seller agrees to enter into company-to-company agreements to (i) protect such other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (ii) refrain from using the information for any purpose other than that for which it was furnished. For information purposes, Seller will furnish copies of these agreements to the contracting officer (through Buyer). These agreements are not intended to protect information which is available to the Government, Buyer or Seller from other sources and furnished voluntarily without restriction.

(B) The above restrictions will be included in all subcontracts, teaming agreements, and other agreements calling for performance of work related to this contract unless excused in writing by the contracting officer (through Buyer).

(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 approved, 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.

(3) For the purposes of 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.

(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 required, to notify Buyer if any Class I ODS is required in the performance of this contract.

(f) Foreign Nationals

(1) For purposes of this clause, foreign nationals are persons not citizens of, not nationals of, nor immigrant aliens to, the United States. Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export control.

(2) The parties acknowledge that the technical data generated under this contract may be subject to export control, including disclosure to foreign nationals, whether such data is provided orally or in written form. Seller agrees to obtain written approval from Buyer before assigning any foreign national to perform work under this contract or before granting foreign nationals access to data related to this contract, whether such data is provided by the Government, Buyer, or generated under

this contract.

(g) Acknowledgment of Sponsorship

(1) Seller agrees that in the release of information relating to this contract such release will include a statement to the effect that the project or effort depicted was or is sponsored by:

UNITED STATES AIR FORCE

AIR FORCE MATERIAL COMMAND

PHILLIPS LABORATORY (PL)

KIRTLAND AFB, NEW MEXICO 87117-6008

(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, etc.

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

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