



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 999

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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government . This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures [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. 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. This clause applies only if this contract exceeds \$100,000.
- (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. 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 (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
- (8) 52.211-5 New Materials
- (9) 52.211-7 Other Than New Material, Residual Inventory, and Former Government Surplus Property
- (10) 52.211-15 Defense Priority and Allocation Requirements
- (11) 52.215-2 Audit and Records -- Negotiation. 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 [excluding paragraph (c)]

(13) 52.215-27 Termination of Defined Benefit Pension Plans. 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.

(14) 52.215-30 Facilities Capital Cost of Money. This clause applies only if Seller includes facilities capital cost of money as a proposed cost of this contract.

(15) 52.215-31 Waiver of Facilities Capital Cost of Money. This clause applies only if Seller did not include facilities capital cost of money as a proposed cost of this contract.

(16) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB). 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.

(17) 52.215-40 Notification of Ownership Changes. 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.

(18) 52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns

(19) 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. 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.

(20) 52.222-1 Notice to the Government of Labor Disputes. "Contracting Officer" shall mean Buyer.

(21) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation. This clause applies only if this contract exceeds \$100,000. 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.

(22) 52.222-20 Walsh-Healey Public Contracts Act. This clause applies only if this contract exceeds \$10,000.

(23) 52.222-26 Equal Opportunity [subparagraphs (b)(1) through (11)]

(24) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans. This clause applies only if this contract is for \$10,000 or more.

(25) 52.222-36 Affirmative Action for Handicapped Workers. This clause applies only if this contract exceeds \$2,500.

- (26) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era. This clause applies only if this contract is for \$10,000 or more.
- (27) 52.223-2 Clean Air and Water. This clause applies only if this contract exceeds \$100,000.
- (28) 52.223-11 Ozone-Depleting Substances
- (29) 52.223-14 Toxic Chemical Release Reporting [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.
- (30) 52.225-3 Buy American Act - Supplies
- (31) 52.225-10 Duty-Free Entry. 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
- (33) 52.227-1 Authorization and Consent
- (34) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. 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
- (36) 52.227-14 Rights in Data -- General. This clause applies only if data will be produced, furnished, or required under this contract.
- (37) 52.227-16 Additional Data Requirements. This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- (38) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III
- (39) 52.244-5 Competition in Subcontracting
- (40) 52.245-2 Government Property
- (41) 52.245-17 Special Tooling
- (42) 52.245-18 Special Test Equipment
- (43) 52.246-23 Limitation of Liability
- (44) 52.246-25 Limitation of Liability -- Services. This clause applies only if this contract exceeds \$25,000.

(45) 52.247-63 Preference for U.S. - Flag Air Carriers

(46) 52.248-1 Value Engineering [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.

(47) 52.251-1 Government Supply Sources

(48) 52.253-1 Computer Generated Forms

(b) DoD Contracts. If this contract is placed under a Department of Defense contract, 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. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

(1) 252.203-7001 Special Prohibition on Employment [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. Seller will submit requests for authorization to release through Buyer.

(3) 252.204-7003 Control of Government Personnel Work Product

(4) 252.205-7000 Provision of Information to Cooperative Agreement Holders

(5) 252.209-7000 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. This clause applies only if this contract exceeds \$100,000 and is not for commercial items.

(6) 252.211-7000 Acquisition Streamlining. This clause applies only if this contract exceeds \$1,000,000.

(7) 252.215-7000 Pricing Adjustments

(8) 252.219-7003 Small Business, Small Disadvantaged, and Small Women-Owned Small Business Subcontracting Plan (DoD Contracts)

(9) 252.223-7001 Hazard Warning Labels

(10) 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials

(11) 252.225-7001 Buy American Act and Balance of Payments Program

(12) 252.225-7002 Qualifying Country Sources as Subcontractors

(13) 252.225-7007 Trade Agreements

(14) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies

- (15) 252.225-7010 Duty-Free Entry -- Additional Provisions. This clause applies if FAR 52.225-10 applies. Additional information referenced in this clause is available on request.
- (16) 252.225-7014 Preference for Domestic Specialty Metals, Alternate I
- (17) 252.225-7015 Preference for Domestic Hand or Measuring Tools
- (18) 252.225-7016 Restriction on Acquisition of Antifriction Bearings
- (19) 252.225-7017 Preference for United States and Canadian Valves and Machine Tools
- (20) 252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber
- (21) 252.225-7024 Restriction on Night Vision Image Intensifier Tubes and Devices
- (22) 252.225-7025 Foreign Source Restrictions
- (23) 252.225-7026 Reporting of Contract Performance Outside the United States. 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.
- (24) 252.225-7034 Restriction on Acquisition of Coal and Petroleum Pitch Carbon Fiber
- (25) 252.225-7036 North American Free Trade Agreement Implementation Act
- (26) 252.225-7037 Duty-Free Entry -- NAFTA Country End Products and Supplies. Additional information referenced in this clause is available on request.
- (27) 252.227-7013 Rights in Technical Data -- Noncommercial Items. This clause applies only if this contract requires Seller to provide noncommercial technical data to Buyer for delivery to the Government.
- (28) 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. 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.
- (29) 252.227-7018 Rights in Noncommercial Technical Data and Computer Software -- Small Business Innovation (SBIR) Program. This clause applies only if this contract requires Seller to provide noncommercial technical data or noncommercial computer software to Buyer for delivery to the Government.
- (30) 252.227-7019 Validation of Asserted Restrictions -- Computer Software. This clause applies only if this contract requires Seller to provide computer software to Buyer for delivery to the Government.
- (31) 252.227-7026 Deferred Delivery of Technical Data or Computer Software. This clause applies only if technical data or computer software may be originated, developed, or delivered under this contract.
- (32) 252.227-7027 Deferred Ordering of Technical Data or Computer Software. This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

- (33) 252.227-7030 Technical Data - Withholding of Payment. 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.
- (34) 252.227-7036 Certification of Technical Data Conformity. This clause applies only if the delivery of technical data is required under this contract.
- (35) 252.227-7037 Validation of Restrictive Markings on Technical Data. 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.
- (36) 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
- (37) 252.231-7000 Supplemental Cost Principles
- (38) 252.235-7003 Frequency Authorization
- (39) 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. This clause applies only if this contract requires securing telecommunications.
- (40) 252.243-7001 Pricing of Contract Modifications
- (41) 252.245-7001 Reports of Government Property. Seller will provide information Buyer may require to complete Buyer's annual report.
- (42) 252.246-7001 Warranty of Data. 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.
- (43) 252.247-7023 Transportation of Supplies by Sea. This clause applies only if this contract exceeds \$100,000.
- (44) 252.247-7024 Notification of Transportation of Supplies by Sea. This clause applies only if this contract is not for commercial items or components. "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer.
- (45) 252.249-7001 Notification of Substantial Impact on Employment . This clause applies only if this contract is \$500,000 or more.
- (46) 252.249-7002 Notification of Proposed Program Termination or Reduction. 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.
- (47) 252.251-7000 Ordering From Government Supply Sources
- (c) NASA Contracts. If this contract is placed under a National Aeronautics and Space Administration contract, the following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.
- (1) 18-52.208-81 Restrictions on Printing and Duplicating
- (2) 18-52.210-75 Packaging and Marking (SEP 1990), Alternate I

- (3) 18-52.219-74 Use of Rural Area Small Businesses. This clause applies only if this contract offers subcontracting possibilities.
 - (4) 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting. This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern
 - (5) 18-52.223-70 Safety and Health. This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.
 - (6) 18-52.223-71 Frequency Authorization. This clause applies only if contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
 - (7) 18-52.227-14 Rights in Data -- General. This clause applies only if data will be produced, furnished, or acquired under this contract except contracts for basic or applied research with universities or colleges.
 - (8) 18-52.244-70 Geographic Participation in the Aerospace Program.. This clause applies only if this contract is for \$100,000 or more.
 - (9) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property. Seller will submit annual reports to Buyer no later than July 15.
- (d) 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.