



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 90K (2/29/00)

MAGLEV PROGRAM

GENERAL ATOMICS SUBCONTRACT SC E409701

(F08635-94-C-0016)

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.

- (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. Boeing 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 Boeing 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 Boeing's price or fee for violations of the Act by Seller or its subcontractors at any tier, Boeing may withhold or recover from Seller the amount of the reduction.
- (4) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000.
- (5) 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 information is required.
- (6) 52.209-6 Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995).
- (7) 52.211-7 Other Than New Material, Residual Inventory, & Former Government Surplus Property (MAY 1995)
- (8) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (9) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds \$100,000.

- (10) 52.215-2 Audit - Negotiation (OCT 1995). This clause applies only if this contract exceeds \$100,000.
- (11) 52.219-8 Utilization of Small, Small Disadvantaged & Women-Owned Small Business Concerns (OCT 1995)
- (12) 52.219-9 Small, Small Disadvantaged, Women-Owned Small Business Subcontracting Plan (OCT 1995)
- (13) 52.222-1 Notice to Government of Labor Disputes (APR 1984)
- (14) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. Boeing may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Boeing because of liabilities of Seller or its subcontractors under this clause.
- (15) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (16) 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
- (17) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (JUN 1984)
- (18) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (19) 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.
- (20) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (21) 52.223-6 Drug-Free Workplace (JUL 1990)
- (22) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (23) 52.226-1 Utilization of Indian Organizations & Indian-Owned Economic Enterprises (AUG 1991)
- (24) 52.227-1 Authorization and Consent (JUL 1995)
- (25) 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 Boeing.
- (26) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984)
- (27) 52.227-12 Patent Rights – Retention by Contractor (Long Form) (JUN 1989). This clause only applies to a large business where this order exceeds \$100,000 and involved an element of research and/or development. Copies of any New Technology reports, patent reports and invention disclosures shall be forwarded to Buyer.
- (28) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(29) 52.245-2 Government Property (DEC 1989)

(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)
- (2) 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the INF Treaty (NOV 1995)
- (3) 252.219-7003 Small, Small Disadvantaged & Women-Owned Small Business Subcontracting Plan (NOV 1995). This clause only applies to orders exceeding \$500,000.
- (4) 252.223-7004 Drug-Free Work Force (SEP 1988)
- (5) 252.223-7006 Prohibition on Storage & Disposal of Toxic & Hazardous Materials (APR 1993)
- (6) 252.225-7012 Preference for Certain Domestic Commodities (NOV 1995)
- (7) 252.225-7014 Preference for Domestic Specialty Metals (NOV 1995)
- (8) 252.225-7016 Restriction on Acquisition of Antifriction Bearings (NOV 1995)
- (9) 252.225-7015 Foreign Source Restrictions (NOV 1995)
- (10) 252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995)
- (11) 252.243-7001 Pricing of Contract Modifications (DEC 1991)

(c) Cost Accounting Standards

If clause 384 is incorporated in this contract, 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) Foreign Nationals - Foreign Sources

(1) For the purposes of this clause,

(A) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.

(2) 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-controlled data and information.

(3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). Seller agrees to notify and obtain the written approval of Boeing prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

(e) Insurance - Work on a Government Installation.

Seller shall comply with applicable federal and state workers' compensation and occupational disease statutes; employer's liability coverage of at least \$100,000 is required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is required. Automobile liability insurance written on the comprehensive form of policy is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. When aircraft are used in connection with the performance of this order, aircraft public and private passenger liability insurance coverage shall be at least \$200,000 per person and \$500,000 per occurrence (excluding passenger liability for bodily injury), and \$200,000 per occurrence for property damage; coverage for passenger Management Surveillance & Technical Direction.