



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 961 (10/01/96)

F33657-92-C-0031

C-17 PROGRAM FY93

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 1985)

(2) 52.203-7 Anti-Kickback Procedures (OCT 1988) [excluding subparagraph (c)(1)]. 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 the FAR small purchase limitation. 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) 52.210-5 New Material (APR 1984). "Contracting Officer" shall mean Buyer.

(9) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(10) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

- (11) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (12) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (13) 52.215-26 Integrity of Unit Prices (APR 1991) [excluding paragraph (c)]
- (14) 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.
- (15) 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.
- (16) 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.
- (17) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits other than Pensions (PRB)(JUL 1991). 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 Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (19) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991). 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) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (21) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (22) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (23) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (24) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (25) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (26) 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.
- (27) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds

\$2,500.

(28) 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.

(29) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(30) 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.

(31) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)

(32) 52.227-1 Authorization and Consent (APR 1984)

(33) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds the FAR small purchase limitation. A copy of each notice sent to the Government will be sent to Buyer.

(34) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)

(35) 52.228-5 Insurance - Work on a Government Installation (SEP 1989). This clause applies only if this contract requires work on a Government installation.

(36) 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.

(37) 52.244-5 Competition in Subcontracting (APR 1984)

(38) 52.245-2 Government Property (DEC 1989)

(39) 52.245-17 Special Tooling (APR 1984)

(40) 52.245-18 Special Test Equipment (FEB 1993)

(41) 52.246-23 Limitation of Liability (APR 1984)

(42) 52.248-1 Value Engineering (MAR 1989) [excluding subparagraph (f)]. This clause applies only if this contract is \$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.

(43) 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 (APR 1993) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
- (2) 252.204-7000 Disclosure of Information (DEC 1991)
- (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 (DEC 1991). This clause applies only if this contract exceeds the FAR small purchase limitation and is not for commercial or commercial-type products (see FAR 11.001).
- (6) 252.210-7003 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) (MAY 1994)
- (9) 252.223-7001 Hazard Warning Labels (DEC 1991)
- (10) 252.225-7001 Buy American Act and Balance of Payments Program (DEC 1991)
- (11) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
- (12) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)
- (13) 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.
- (14) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991), Alternate I (DEC 1991)
- (15) 252.225-7024 Restriction on Night Vision Image Intensifier Tubes and Devices (DEC 1991)
- (16) 252.225-7025 Foreign Source Restrictions (APR 1993)
- (17) 252.225-7026 Reporting of Contract Performance Outside the United States (APR 1993). This clause applies only if this contract exceeds \$100,000 and is not for commercial items as defined in DFARS 211.7001.
- (18) 252.227-7013 Rights in Technical Data and Computer Software (OCT 1988). This clause applies only if the delivery of data is required or where computer software may be originated, developed, or delivered under this contract.
- (19) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.
- (20) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if the delivery of data is required or where computer software may be originated, developed, or delivered under this contract.

- (21) 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.
- (22) 252-227-7029 Identification of Technical Data (APR 1988)
- (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 data is required under this contract.
- (24) 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.
- (25) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (26) 252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of data is required under this contract.
- (27) 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991)
- (28) 252.231-7000 Supplemental Cost Principles (DEC 1991)
- (29) 252.235-7003 Frequency Authorization (DEC 1991)
- (30) 252.239-7000 Protection Against Compromising Emanations (DEC 1991)
- (31) 252.243-7001 Pricing of Contract Modifications (DEC 1991)
- (32) 252.246-7001 Warranty of Data (DEC 1991)
- (33) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). In this clause, "Prime Contractor" shall mean Buyer. Insert "Buyer" between "provide" and "the Contracting Officer" in paragraph (e). In paragraph (g), "Contracting Officer" shall mean Buyer.
- (34) 252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991)
- (35) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.
- (36) 252.249-7002 Notification of Proposed Program Termination or Reduction (AUG 1993). This clause applies only if this contract is \$500,000 or more.

(c) Elimination of Class I Ozone Depleting Substances in Air Force Procurements

(1) It is the Air Force policy to eliminate the use of Class I Ozone Depleting Substances (ODS) in all Air Force procurements.

(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

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 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, and CFC-217.

(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 authorization has been obtained to continue use of these substances. Notify the contracting officer if any additional Class I ODS have been required in the performance of this contract or will be delivered as part of end item(s) or service(s) under this contract.

(d) Quality Control of Breathing Oxygen

Seller shall comply and shall require its subcontractors to comply with the provisions of MIL-O-27210E dated 21 July 77 (including quality control testing) and Fed Specification BBA1034 dated 15 Dec 70 for the purchase and control of breathing oxygen and compressed breathing air. Seller shall comply with MIL-STD-1551A, dated 23 Feb 76, "Quality Control of Gaseous and Liquid Aviator's Breathing Oxygen at Aircraft Contractor's Facilities."

(e) Special Data Provision

In addition to the rights to the Government contained in the "Rights in Technical Data and Computer Software" clause of this contract, the Government shall also have the right to furnish all limited rights technical data, restricted rights computer software, and associated documentation deliverable under this or another contract to prime contractors, subcontractors and agents of the Government who have the Government's permission to use the technical data, computer software, and associated documentation for use in the support, operation and maintenance of the C-17 weapon system. Technical data, computer software, and associated documentation which has been determined to have limited or restricted rights, will be furnished only to those prime contractors, subcontractors and agents of the Government who have agreed in writing to use the technical data, computer software, and associated documentation in accordance with the same rights granted to the Government. This special provision shall be included in any subcontract under this contract whenever any technical data, computer software and associated documentation is to be obtained.

(f) Use of Government Facilities on a Rent-Free Basis

Seller agrees that it will not directly, through overhead charges or otherwise, include in the price of this contract, or seek reimbursement under this contract for any rental charge paid by Seller for the use on other contracts of the facilities referred to herein. Any subcontract hereunder which authorizes the lower-tier subcontractor to use Government facilities on a rent-free basis shall contain a clause to the same effect as this paragraph.