



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

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### CLAUSE 900 (10/01/96)

F19628-93-D-0026

F19628-93-D-0027

### TENCAP PROGRAM

### 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) 52.210-5 New Material (APR 1984). "Contracting Officer" shall mean Buyer.

(8) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

- (10) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (11) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds the FAR small purchase limitation.
- (12) 52.215-26 Integrity of Unit Prices (APR 1991) [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)(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.
- (15) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (16) 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.
- (17) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (18) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (19) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (20) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (21) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (22) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (23) 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.
- (24) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (25) 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.
- (26) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

- (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). A copy of each notice sent to the Government will be sent to Buyer. This clause applies only if this contract exceeds the FAR small purchase limitation.
- (31) 52.244-5 Competition in Subcontracting (APR 1984)
- (32) 52.245-2 Government Property (DEC 1989)
- (33) 52.246-23 Limitation of Liability (APR 1984)
- (34) 52.246-25 Limitation of Liability - Services (APR 1984). This clause applies only if this contract exceeds \$25,000.
- (35) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984)
- (36) 52.251-1 Government Supply Sources (APR 1984)
- (37) 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 (DEC 1991) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
- (2) 252.210-7003 Acquisition Streamlining (DEC 1991). This clause applies only if this contract exceeds \$1,000,000.
- (3) 252.215-7000 Pricing Adjustments (DEC 1991)
- (4) 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1993)
- (5) 252.225-7001 Buy American Act and Balance of Payments Program (DEC 1991)
- (6) 252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)
- (7) 252.225-7009 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1991)
- (8) 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.
- (9) 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.

- (10) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.
- (11) 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.
- (12) 252.227-7029 Identification of Technical Data (APR 1988)
- (13) 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.
- (14) 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.
- (15) 252.227-7036 Certification of Technical Data Conformity (MAY 1987)
- (16) 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.
- (17) 252.231-7000 Supplemental Cost Principles (DEC 1991)
- (18) 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.
- (19) 252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991)
- (20) 252.249-7001 Notification of Substantial Impact on Employment (DEC 1991). This clause applies only if this contract is \$500,000 or more.
- (21) 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) Organizational Conflict of Interest

- (1) To prevent conflicting roles which may bias Seller's judgment or 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, including its parents, affiliates, divisions, and subsidiaries.

(3) The following rules apply:

Alternate IV (JUL 1992)

Seller may gain access to proprietary information of other companies during contract performance. If such access is required, Seller agrees to enter into company-to-company agreements to (a) protect the other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (b) refrain from using the information for any purpose other than that for which it was furnished. For information purposes Seller shall furnish copies of these agreements to Buyer's purchase representative, who will forward them to the Contracting Officer. These agreements are not intended to protect the information furnished voluntarily without restriction which is available to the Government, Buyer, or Seller from other sources without restriction.