



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 90J (1/10/00)

F04701-96-C-0025

GLOBAL POSITIONING SYSTEMS (GPS-IIF)

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) 52.215-23 Price Reduction for Defective Cost or Pricing Data Modifications (OCT 1995). This only applies if

the order exceeds \$500,000.

(12) 52.215-25 Subcontractor Cost or Pricing Data - Modifications (OCT 1995)

(13) 52.215-26 Integrity of Unit Prices (OCT 1995)

(14) 52.215-40 Notification of Ownership Changes (FEB 1995)

(15) 52.219-8 Utilization of Small, Small Disadvantaged & Women-Owned Small Business Concerns (OCT 1995)

(16) 52.219-9 Small, Small Disadvantaged, Women-Owned Small Business Subcontracting Plan (OCT 1995)

(17) 52.222-1 Notice to Government of Labor Disputes (APR 1984)

(18) 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.

(19) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]

(20) 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)

(21) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (JUN 1984)

(22) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.

(23) 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.

(24) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(25) 52.223-6 Drug-Free Workplace (JUL 1990)

(26) 52.223-14 Toxic Chemical Release Reporting (OCT 1995). This applies only if this contract exceeds \$100,000.

(27) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)

(28) 52.226-1 Utilization of Indian Organizations & Indian-Owned Economic Enterprises (AUG 1991)

(29) 52.227-1 Authorization and Consent (JUL 1995)

(30) 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.

(31) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984)

(32) 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 both Buyer and to: DCMAO Santa Ana; 34 Civic Center Plaza; P.O. Box C-12700; Santa Ana, Ca. 92712-2700.

(33) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(34) 52.230-2 Cost Accounting Standards (AUG 1992). This clause only applies in orders exceeding \$500,000.

(35) 52.230-5 Administration of Cost Accounting Standards (AUG 1992). This clause only applies in orders exceeding \$500,000.

(36) 52.244-6 Subcontracts for Commercial Items & Commercial Components (OCT 1995)

(37) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)

(38) 52.245-18 Special Test Equipment (FEB 1993)

(39) 52.246-25 Limitation of Liability - Services (APR 1984)

(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) 252.225-7026 Reporting of Contract Performance Outside of the United States (NOV 1995). This clause only applies to orders exceeding \$500,000.

(11) 252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995)

- (12) 252.227-7014 Rights in Noncommercial Computer Software & Noncommercial Computer Software Documentation (JUN 1995)
- (13) 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)
- (14) 252.227-7017 Identification & Assertion of Use, Release or Disclosure Restrictions (JUN 1995)
- (15) 252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995)
- (16) 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- (17) 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
- (18) 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995)
- (19) 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles & Space Launch Vehicles (DEC 1991)
- (20) 252.243-7001 Pricing of Contract Modifications (DEC 1991)
- (21) 252.245-7001 Reports of Government Property (MAY 1994). Change due date of report to 10 October of each year.
- (22) 252.249-7001 Notification of Substantial Impact on Employment (MAY 1994). This clause only applies to orders exceeding \$500,000.
- (23) 252.249-7002 Notification of Proposed Program Termination or Reduction (MAY 1994). This clause only applies to orders exceeding \$500,000.

(c) 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. In clause 384 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) Warranty.

The "Warranty" clause of Form GP 1 is changed as follows: the period of one year is altered to read "thirty-two months after the "no later than" delivery date as set forth in the delivery schedule of the order."

(f) Potentially Hazardous Items.

Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components: detonators, expanding tubes, shielded mild detonating cords, pressure cartridges, standard initiators Type I, percussion primers, any residuals on Space Shuttle equipment returned from the launch facility. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work. The requirement for delivery of data supercedes any terms of this order permitting withholding of data.

(g) 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 liability shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(h) Enabling Clause for General Systems Engineering & Integration (GSE&I).

Seller agrees to co-operate with the Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as design and development analysis, test data and results, equipment and process specifications, test and test equipment specifications and procedures and records, manufacturing and assembly data, and schedule and milestone data; by

delivering data as specified in the order; by discussing technical matters relating to this order; by providing access to Seller facilities utilized in the performance of this order; and by allowing observation of technical facilities by Aerospace Corporation personnel. Aerospace Corporation personnel engaged in GSE&I are authorized access to any technical information pertaining to this order. Seller agrees to include in each of its subcontracts supporting this order a clause requiring compliance by the subcontractor with the response and access provisions outlined above; this does not relieve Seller of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity between Buyer or the Aerospace Corporation and such subcontractors. Aerospace Corporation personnel are not authorized to direct Seller in any way.

(i) Organizational Conflict of Interest.

Seller may gain access to proprietary information of other companies during the performance of this order. Seller agrees to enter into company-to-company agreements to protect the other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. Seller shall provide Buyer with information copies of any such agreements within 30 days of their execution. These agreements are not intended to protect information, which is available from other sources and furnished voluntarily without restriction. Seller shall include this language in any subcontract supporting this order.

(j) Management Surveillance & Technical Direction.

Work to be performed under this order is subject to management surveillance and technical direction under the conditions set out herein. Technical direction is defined as a directive to the Seller within the definitions and requirements of the statement of work which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or information items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to Seller. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the Buyer regarding matters within the definitions and requirements of the statement of work; technical direction and management surveillance shall not impose tasks and requirements upon the Seller additional to or different from the general tasks and requirements stated in the statement of work hereof. To be valid, technical direction must be consistent with the general scope of the work set forth; shall not commit the Buyer to any adjustment of the price or other provisions of this order; and shall be accepted only from the Buyer's integrated product team leader. In the event that any such technical direction is interpreted by the Seller to fall within the "Changes" clause the Seller shall not implement such direction, but shall notify Buyer in writing of such interpretation within five working days after receipt of such direction, including in such notification the reasons upon which Seller bases its belief that the technical direction falls within the purview of the "Changes" clause, and Seller's best estimate as to revision in price, performance time, delivery schedules and any other contractual provisions. If Buyer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change to be desirable, direction to proceed shall be issued by duly executed change notice to this order; if Buyer determines that such direction is technical direction authorized by this clause, Seller will be directed by Buyer to proceed with the implementation of such technical direction. In the event that Buyer determines that it is necessary to avoid a delay in the performance of this order, Seller may be directed in writing to proceed with the implementation of the technical direction pending receipt of the information. Failure of Buyer and Seller to agree on whether such direction is technical direction or a change within the purview of the "Changes" clause shall be a dispute concerning a question of fact under the "Disputes" clause, which will govern the resolution of the dispute. Any action taken by Seller in response to any technical direction given by any other means or by any other person other than the cognizant Buyer shall be at Seller's own risk.

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