



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 912 (10/01/96)

F34601-89-C-0232

KC-10A 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 (FEB 1987) [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) 52.208-1 Required Sources for Jewel Bearings and Related Items (APR 1984)

(4) 52.210-5 New Material (APR 1984). "Contracting Officer" shall mean Buyer.

(5) 52.210-7 Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (APR 1984). "Contracting Officer" shall mean Buyer.

(6) 52.211-15 Defense Priority and Allocation Requirements (MAY 1986)

(7) 52.215-1 Examination of Records by Comptroller General (APR 1984). This clause applies only if this contract exceeds \$10,000.

(8) 52.215-2 Audit -- Negotiation (APR 1984). This clause applies only if this contract exceeds \$10,000.

(9) 52.215-26 Integrity of Unit Prices (APR 1987) [excluding paragraph (c)]

(10) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985)

(11) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984). 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.

(12) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)

- (13) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
 - (14) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
 - (15) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
 - (16) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
 - (17) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
 - (18) 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.
 - (19) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
 - (20) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
 - (21) 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.
 - (22) 52.227-1 Authorization and Consent (APR 1984)
 - (23) 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.
 - (24) 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.
 - (25) 52.251-1 Government Supply Sources (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 (APR 1987) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
 - (2) 252.204-7005 Overseas Distribution of Defense Subcontracts (AUG 1986). This clause applies only if this contract exceeds \$100,000.
 - (3) 252.205-7000 Release of Information to Cooperative Agreement Holders (FEB 1987)
 - (4) 252.215-7000 Aggregate Pricing Adjustment (APR 1985)
 - (5) 252.219-7000 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1984)

- (6) 252.225-7001 Buy American Act and Balance of Payments Program (APR 1985)
- (7) 252.225-7002 Qualifying Country Sources as Subcontractors (OCT 1980)
- (8) 252.225-7011 Preference for Domestic Specialty Metals (Major Programs) (OCT 1980)
- (9) 252.225-7014 Preference for Domestic Specialty Metals (DEC 1991)
- (10) 252.228-7006 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (JAN 1969)
- (11) 252.231-7000 Supplemental Cost Principles (APR 1984)

(c) Insurance - Work on a Government Installation

This clause applies only if this contract requires work on a Government installation.

- (1) Seller shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (2) Before commencing work under this contract, Seller shall certify to Buyer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective
 - (i) for such period as the laws of the State in which this contract is to be performed or
 - (ii) until 30 days after insurer or Seller gives written notice to Buyer, whichever period is longer.
- (3) Seller shall insert the substance of this clause, including this paragraph (3), in lower-tier subcontracts under this contract that require work on a Government installation and shall require lower-tier subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. Seller shall maintain a copy of all lower-tier subcontractors' proofs of required insurance, and shall make copies available to Buyer and the Contracting Officer upon request.

(d) Supplies to be Accorded Duty-Free Entry

In accordance with paragraph (a) of the clause entitled "Duty-Free Entry," the following supplies are hereby identified as supplies to be accorded duty-free entry: All Foreign manufactured and overhauled KC-10 parts.

(e) Safety and Accident Prevention

- (1) In performing work under this contract on a Government installation, Seller shall:
 - (i) conform to the specific safety requirements established by this contract;
 - (ii) comply with the safety rules of the government installation that concern related activities not directly addressed in this contract;
 - (iii) take all reasonable steps and precautions to prevent accidents and preserve the life and health of Buyer, Seller and

Government personnel performing or in any way coming in contact with the performance of this contract; and

(iv) take such additional immediate precautions as Buyer may reasonably require for safety and accident prevention purposes.

(2) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOOSH) developed in accordance with AFR 127-12, in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, Seller shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(3) Buyer may, by written order, direct additional AFOOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(4) Any violation of these safety rules and requirements, unless promptly corrected as directed by Buyer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(f) If work on a Government installation is required under this contract, Clause 333, Insurance - Minimum Requirements, is applicable and incorporated herein by reference.

(g) Notification of Government Security Activity

Thirty days before the date Seller operations will begin on base, Seller shall notify the security police activity shown in the distribution block of the DD Form 254, DoD Contract Security Classification Specification, as to --

(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

(2) The contract number and military contracting command;

(3) The highest classification category of defense information to which Contractor employees will have access;

(4) The Air Force installations in the U.S. (in overseas areas identify only the APO numbers) where the contract work will be performed;

(5) The date Seller operations will begin on base in the U.S. or in the overseas area;

(6) The estimated completion date of operations on base in the U.S. or in the overseas area; and

(7) Any changes to information previously provides under this clause.

This requirement is in addition to visit request procedures contained in DoD 5220.22M, Industrial Security Manual paragraph 37d.