



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

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CLAUSE 948 (10/01/96)

F33657-89-C-0001

C-17 PROGRAM FY 90

### 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 (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (12) 52.215-2 Audit -- Negotiation (DEC 1989). This clause applies only if this contract exceeds \$10,000.
- (13) 52.215-26 Integrity of Unit Prices (APR 1987) [excluding paragraph (c)]
- (14) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (15) 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.
- (16) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (17) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (18) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (19) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.
- (20) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (21) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (22) 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.
- (23) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (24) 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.
- (25) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (26) 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.
- (27) 52.227-1 Authorization and Consent (APR 1984)
- (28) 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.
- (29) 52.227-10 Filing of Patent Applications -- Classified Subject Matter (APR 1984)

- (30) 52.228-5 Insurance - Work on a Government Installation (SEP 1989). This clause applies only if this contract requires work on a Government installation.
- (31) 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.
- (32) 52.244-5 Competition in Subcontracting (APR 1984)
- (33) 52.245-2 Government Property (DEC 1989)
- (34) 52.245-17 Special Tooling (APR 1984)
- (35) 52.245-18 Special Test Equipment (AUG 1988). In this clause, "Contracting Officer" shall mean Buyer. Substitute "45" for "30." Notwithstanding paragraph (c), Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.
- (36) 52.246-23 Limitation of Liability (APR 1984)
- (37) 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.
- (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 (FEB 1991) [Excluding paragraph (g)]. This clause applies only if this contract exceeds \$25,000.
- (2) 252.204-7005 Overseas Distribution of Defense Subcontracts (AUG 1988). This clause applies only if this contract exceeds \$100,000.
- (3) 252.205-7000 Release of Information to Cooperative Agreement Holders (FEB 1989)
- (4) 252.208-7000 Required Sources for Miniature and Instrument Ball Bearings (JUL 1971)
- (5) 252.208-7001 Required Sources for Precision Components for Mechanical Time Devices (JUL 1971)
- (6) 252.208-7002 Required Sources for High-Purity Silicon (JUN 1983)
- (7) 252.208-7003 Required Sources for High Carbon Ferrochrome (HCF) (AUG 1984)
- (8) 252.208-7006 Required Sources for Antifriction Bearings (APR 1989)
- (9) 252.209-7001 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (JAN 1990). This clause applies only if this contract exceeds \$25,000.

- (10) 252.210-7005 Acquisition Streamlining (APR 1988). This clause applies only if this contract exceeds \$1,000,000.
- (11) 252.215-7000 Aggregate Pricing Adjustment (APR 1985)
- (12) 252.219-7000 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (JUL 1990)
- (13) 252.225-7001 Buy American Act and Balance of Payments Program (JAN 1991)
- (14) 252.225-7002 Qualifying Country Sources as Subcontractors (OCT 1980)
- (15) 252.225-7008 Duty-Free Entry -- Qualifying Country End Products and Supplies (DEC 1990)
- (16) 252.225-7011 Preference for Domestic Specialty Metals (Major Programs) (OCT 1980)
- (17) 252.225-7013 Preference for Domestic Hand or Measuring Tools (APR 1990)
- (18) 252.225-7014 Duty-Free Entry -- Additional Provisions (DEC 1991)
- (19) 252.225-7019 Exclusionary Policies and Practices of Foreign Governments (JAN 1977). This clause applies only if this contract is for Foreign Military Sales.
- (20) 252.225-7023 Restriction on Acquisition of Foreign Machine Tools (JUL 1990)
- (21) 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.
- (22) 252.227-7018 Restrictive Markings on Technical Data (OCT 1988). This clause applies only if the delivery of data is required by this contract.
- (23) 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.
- (24) 252.227-7029 Identification of Technical Data (APR 1988)
- (25) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). This clause applies only if the delivery of data is required under this contract. "Contracting Officer" and "Government" shall mean Buyer.
- (26) 252.227-7031 Data Requirements (OCT 1988). Modified to delete "DD Form 1423 (Contract Requirements List)" and to substitute "Data Requirements List."
- (27) 252.227-7036 Certification of Technical Data Conformity (MAY 1987). Insert "and Buyer" after "Government."
- (28) 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.
- (29) 252.228-7006 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (JAN 1969)

(30) 252.231-7000 Supplemental Cost Principles (APR 1984)

(31) 252.235-7004 Frequency Authorization (OCT 1966). This clause applies only if this contract calls for developing, producing, testing, or operating a device for which radio frequency authorization is required.

(32) 252.243-7001 Pricing of Adjustments (APR 1984)

(33) 252.246-7001 Warranty of Data (NOV 1974)

(34) 252.247-7203 Transportation of Supplies by Sea (APR 1990). 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.

(c) Quality Control of Breathing Oxygen

Seller shall comply and shall require its subcontractors to comply with the provisions of MIL-0-27210E 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."

(d) Foreign Sources

In the event that Seller anticipates soliciting foreign sources for any work under this contract, Seller shall notify the Contracting Officer 10 working days before either applying for an export license under International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121-128, or before solicitation of the foreign sources, whichever shall occur first. This notification shall include detailed description of the Government license, if such application has been made. This notification to the Contracting Officer shall not be construed as an application for an export license, nor shall it in any way be interpreted to impede Seller's right to apply for an export license. However, if the Contracting Officer disagrees with the application, Seller will be so notified. [NOTE: This clause does not apply to work associated with Foreign Military Sales (FMS).]

(e) Supplies to be Accorded Duty-Free Entry

In accordance with paragraph (a) of the clause entitled "Duty-Free Entry" and/or paragraph (b) of the clause entitled "Duty-Free Entry - Qualifying Country End Products and supplies", the following supplies are hereby identified as supplies to be accorded duty-free entry:

Litton System - Canada - Warning and Caution Panel

Penny and Giles - England - AC Integrated Data

Systems

Sundstrand - Singapore - England - AC Integrated

Data Systems

Allied Signal - Canada - Integrated Environmental

Control System

Menasco - Canada - Nose Landing Gear

Westland - England - Flap Vanes

BAE - England - Strake

GEC - England - Heads Up Display System

Aerostructures - England - Trailing Edge Panels

Aerostructures - England - Flap Hinge Fairing

Plessey - England - Fuel Boost Pump, Tank Mounted

Pressure Regulation System

(f) 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.

(g) Acknowledgment of Sponsorship

(1) Seller agrees that in the release of information relating to this contract such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth below:

Aeronautical Systems Division (AFSC)

Wright-Patterson AFB, Ohio

Prior to public release, this information will be processed through the ASD Office of Public Affairs, ASD/PA, according to the administrative guidelines of that office.

(2) For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.

(3) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements."

(4) Seller further agrees to include this clause in any lower-tier subcontract.

(h) 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.

(i) If work on a Government installation is required under this contract, Buyer Clause 333 is applicable and incorporated herein by reference.