the Contracting Officer will incorporate the Organizational Conflict of Interest Mitigation Plan into the resultant contract, and paragraph (d) of the clause at 252.209–7009 will become applicable.

(End of provision)

[75 FR 81914, Dec. 29, 2010]

252.209–7009 Organizational Conflict of Interest—Major Defense Acquisition Program.

As prescribed in 209.571–8(b), use the following clause:

ORGANIZATIONAL CONFLICT OF INTEREST—MAJOR DEFENSE ACQUISITION PROGRAM (DEC 2012)

(a) Definition. “Major subcontractor,” as used in this clause, means a subcontractor that is awarded a subcontract that equals or exceeds

(i) Both the certified cost or pricing data threshold and 10 percent of the value of the contract under which the subcontracts are awarded; or

(ii) $50 million.

(b) This contract is for the performance of systems engineering and technical assistance for a major defense acquisition program or a pre-major defense acquisition program.

(c) Prohibition. Except as provided in paragraph (d) of this clause, as required by paragraph (b)(3) of section 207 of the Weapons System Acquisition Reform Act of 2009 (Pub. L. 111–23), the Contractor or any affiliate of the Contractor is prohibited from participating as a prime contractor or major subcontractor in the development or production of a weapon system under the major defense acquisition program or pre-major defense acquisition program.

(d) Organizational Conflict of Interest Mitigation Plan. If the Contractor submitted an acceptable Organizational Conflict of Interest Mitigation Plan that has been incorporated into this contract, then the prohibition in paragraph (c) of this clause does not apply. The Contractor shall comply with the Organizational Conflict of Interest Mitigation Plan. Compliance with the Organizational Conflict of Interest Mitigation Plan is a material requirement of the contract. Failure to comply may result in the Contractor or any affiliate of the Contractor being prohibited from participating as a contractor or major subcontractor in the development or production of a weapon system under the program, in addition to any other remedies available to the Government for noncompliance with a material requirement of a contract.

(End of clause)


As prescribed in 209.270–5, use the following clause:

CRITICAL SAFETY ITEMS (AUG 2011)

(a) Definitions.

Aviation critical safety item means a part, an assembly, installation equipment, launch equipment, recovery equipment, or support equipment for an aircraft or aviation weapon system if the part, assembly, or equipment contains a characteristic any failure, malfunction, or absence of which could cause—

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the aircraft or weapon system;

(ii) An unacceptable risk of personal injury or loss of life; or

(iii) An uncommanded engine shutdown that jeopardizes safety.

Design control activity. (i) With respect to an aviation critical safety item, means the systems command of a military department that is specifically responsible for ensuring the airworthiness of an aviation system or equipment, in which an aviation critical safety item is to be used; and

(ii) With respect to a ship critical safety item, means the systems command of a military department that is specifically responsible for ensuring the seaworthiness of a ship or ship equipment, in which a ship critical safety item is to be used.

Ship critical safety item means any ship part, assembly, or support equipment containing a characteristic, the failure, malfunction, or absence of which could cause—

(i) A catastrophic or critical failure resulting in the loss of, or serious damage to, the ship; or

(ii) An unacceptable risk of personal injury or loss of life.

(b) Identification of critical safety items. One or more of the items being procured under this contract is an aviation or ship critical safety item. The following items have been designated aviation critical safety items or ship critical safety items by the designated design control activity:

旐 (Insert additional lines as necessary)

(c) Heightened quality assurance surveillance.

Items designated in paragraph (b) of this clause are subject to heightened, risk-based surveillance by the designated quality assurance representative.
252.211–7000 Acquisition streamlining.
As prescribed in 211.002–70, use the following clause:

ACQUISITION STREAMLINING (OCT 2010)
(a) The Government's acquisition streamlining objectives are to—
   (1) Acquire systems that meet stated performance requirements;
   (2) Avoid over-specification; and
   (3) Ensure that cost effective requirements are included in future acquisitions.
(b) The Contractor shall—
   (1) Prepare and submit acquisition streamlining recommendations in accordance with the statement of work of this contract; and
   (2) Format and submit the recommendations as prescribed by data requirements on the contract data requirements list of this contract.
(c) The Government has the right to accept, modify, or reject the Contractor’s recommendations.
(d) The Contractor shall insert this clause, including this paragraph (d), in all subcontracts over $1.5 million, awarded in the performance of this contract.

(End of clause)