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Section 5 – Government Contract Requirements

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NAS9-02099 INTERNATIONAL SPACE STATION (ISS)

PAYLOAD INTEGRATION CONTRACT

(a) FAR CLAUSES

The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. Unless provided for elsewhere in this contract, only subparagraph (40) [FAR 52.244-6 and the clauses listed therein] of this paragraph (a) shall apply to any portion of this contract that is for commercial items or commercial components, as those terms are defined at FAR 52.202-1. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

- (1) 52.203-3 Gratuities (APR 1984) [excluding subparagraph (c) (2)]. In paragraph (a), Government means United States of America Government or Buyer. In paragraphs (c) and (d), Governments means Buyer.
- (2) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- (3) 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 Buyer under the prime contract.
- (4) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. 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.
- (5) 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.
- (6) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). 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's Authorized Purchasing Representative) 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."
- (7) 52.211-5 Material Requirements (AUG 2000).

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- (8) 52.211-14 Notice of Priority Rating for National Defense Use (SEP 1990). "DO-C9 rated order" is inserted in the blank.
- (9) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990).
- (10) 52.215-2 Audit and Records (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; or (ii) cost and pricing data was required; or (iii) Seller was required to furnish reports as discussed in paragraph (e) of FAR 52.215-2.
- (11) 52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$500,000. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."
- (12) 52-215-12 Subcontractor Cost or pricing Data (OCT 1997). This clause applies only if this contract exceeds \$500,000. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."
- (13) 52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.
- (14) 52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). 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 part 31. Buyer may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or Seller's subcontractors at any tier under this clause.
- (15) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (OCT1997). 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

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withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

- (16) 52.215-19 Notification of Ownership Changes (OCT 1997). 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.
- (17) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997). "Contracting Officer" shall mean Buyer.
- (18) 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997). This clause applies only if this contract exceeds \$500,000. "Contracting Officer" shall mean Buyer in subparagraph (a).
- (19) 52.219-8 Utilization of Small Business Concerns (OCT 2000). This clause applies only if this contract exceeds \$100,000.
- (20) 52.219-9 Small Business Subcontracting Plan (JAN 2002) (Alternate II) (OCT 2001). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business Concern.
- (21) 52.222-1 Notice to the Government of Labor Disputes (FEB 1997).
- (22) 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (SEP 2000). 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 Seller's subcontractors at any tier under this clause.
- (23) 52.222-21 Prohibition of Segregated Facilities (FEB 1999).
- (24) 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999).
- (25) 52.222-26 Equal Opportunity (APR 2002) [subparagraphs (b)(1) through (11) only].
- (26) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans. (DEC 2001). This clause applies only if this contract exceeds \$25,000.

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- (27) 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.
- (28) 52.222-37 Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans. (DEC 2001). This clause applies only if this contract is for \$25,000 or more.
- (29) 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989). This clause applies if this contract exceeds \$2,500 and if the principal purpose is the furnishing of services.
- (30) 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989). Asked Buyer's Authorized Purchasing Representative to provide a copy of Attachment J-14 to the prime contract, which contains the wage determination, if this contract is subject to the Service Contract Act.
- (31) 52.225-1 Buy American Act - Supplies (MAY 2002).
- (32) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2002).
- (33) 52.227-1 Authorization and Consent (JUL 1995) (Alternate I) (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (34) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer's Authorized Purchasing Representative.
- (35) 52.227-11 Patent Rights -- Retention by the Contractor (Short Form) (Jun 1997). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business or nonprofit organization.
- (36) 52.227-14 Rights in Data - General (JUN 1987) as modified by NASA FAR Supplement 1852.227-14 Rights In Data--General (OCT 1995). This clause applies only if data will be produced, furnished, or acquired under this contract. Rights obtained under this clause are obtained for the US Government.
- (37) 52.230-6 Administration of Cost Accounting Standards (NOV 1999). This clause applies only if clause 3050, 3051, 3066, or 3067 is incorporated in this contract. Add "Buyer and the" before "Contracting Officer in paragraph (f).
- (38) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a NASA installation.

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- (39) 52.244-5 Competition in Subcontracting (DEC 1996).
- (40) 52.244-6 Subcontracts for Commercial Items (MAY 2002).
- (41) 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989). FAR 52.245-2 is not applicable if this contract incorporates GP4; however, paragraphs (41.1) through (41.10) apply regardless of whether or not this contract incorporates GP4.
- (41.1) DEFINITIONS. In this clause, the terms "Government-furnished property" and "Government Property" shall include both Boeing furnished Government-owned and Government-furnished Government-owned property, and shall not include Buyer-owned property in which the Government does not have an interest, and all references to title passing to or vesting in the Government shall refer to the United States of America Government. References to an "approved program or system" shall be references to "a United States of America Government approved program or system". "Contracting Officer" shall mean "Buyer's Authorized Purchasing Representative" and "Government" shall mean "Buyer" except as stated above.
- (41.2) DATE OF THE PRIME CONTRACT. The date of this prime contract, NAS 9-02099, is October 1, 2002.
- (41.3) LIMITED RISK OF LOSS REQUESTS. The Seller shall submit requests for limited risk of loss to the Buyer's Authorized Procurement Representative. Requests for Limited Risk Of Loss must include: (i) a listing, including quantity and unit prices, of all Loss, Damage, or Destruction of Government Property the requesting activity has incurred in three years prior to the date of request, (ii) the total quantity and cost of all Government Property accountable to the Seller's site performing the subcontract at the time of the request, and (iii) a copy of the Seller's most recent Formal Government Property System Analysis or a statement that no such analysis has been conducted at the site involved. In the event the Seller's request is for, or includes, limited risk of loss for a Seller subcontractor, Seller shall submit the information listed above on each Seller subcontractor to whom Seller is requesting that limited risk of loss be extended.
- (41.4) FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. Seller shall provide data on government-owned Seller-held property, in accordance with the provisions at FAR 45.5 and this clause, on the indicated basis as illustrated in paragraphs 45.5 and 45.6 of this clause below. Report Government-Owned/Contractor-Held Property, in accordance with the instructions on the Buyer provided form (HOU-BMF-1018) and the direction provided below in paragraphs 45.5 and 45.6.

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- (41.5) **NO QUARTERLY SUBMISSION.** Quarterly submission is not required under this prime contract.
- (41.6) **ANNUAL SUBMISSION.** The Seller shall submit annually the requested government property financial data for all assets, including real property and equipment, special test equipment, special tooling, and agency peculiar property, regardless of unit acquisition cost, as well as materials and contract work in process of any value, in their possession (including subcontractors). The submitted government property financial data shall be in the format requested, with copies of the supporting data utilized to achieve the reported quantities and values. The Seller shall submit the requested data and supporting documentation to the Buyer's Authorized Purchasing Representative, prior to October 10 of each year. Unit Prices of submitted data shall be compliant with NASA FAR Supplement 1845.7101-3, and shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented basis. Supporting documentation shall be maintained and available for all amounts reported.
- (41.7) **RESERVED.**
- (41.8) **MOVEMENT OF ITEMS.** Movement of items of Government-Owned/Contractor Held Property shall comply with the shipment provisions at NASA FAR Supplement 1845.7101-2(a) through (c) and 1845.7102 Sections I through VIII. Property shipped between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping activity, regardless of the method of shipment, unless written evidence of receipt at destination has been received.
- (41.9) **REPAIRABLES.** Repairables provided under fixed price repair contracts that include the clause at 1852.245-72, Liability for Government Property Furnished for Repair or Other Services, remain accountable to the furnishing activity and are not reportable on HOU-BMF-1018; repairables provided under a cost reimbursement contract, however, are accountable to the contractor and reportable on the HOU-BMF-1018. All materials provided to conduct repairs are reportable, regardless of contract type.
- (41.10) **G.15 NON-INTERFERENCE, RENT-FREE USAGE AGREEMENTS.** Government-Owned or Boeing-Owned/Seller-Held Property shall be used only for the purpose for which it was acquired, fabricated, or provided. The Seller shall submit all requests for non-interference, rent-free usage to the Buyer's Authorized Purchasing Representative. NASA FAR Supplement 1852.245-80 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (NASA) (MAR 1989) is incorporated into this agreement. The contracts specified below

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are: Contract NAS8-50000, NAS8-50001, NAS15-10000 (International Space Station Prime Contract).

- (42) 52.245-18 Special Test Equipment (FEB 1993). Wherever "30 days" appears in this clause, substitute "75 days." The following provision is added to the end of paragraph (b) of the clause:

"Notification required by this clause shall contain the following information for each item of special test equipment or components thereof: A list of alternate items that could be used; Estimated cost; Function; Technical justification for this item; and Date item is required. If required date is within seventy-five (75) days of the date of the notification, give reason for the late notice."

Notwithstanding paragraph (c) of the referenced clause, Seller shall not buy or make any item of special test equipment without Buyer's prior written consent.

- (43) 52.247-1 Commercial Bill of Lading Notations (APR 1984).
- (44) 52.247-63 Preference for U.S. Flag Air Carriers (JAN 1997). This clause applies only if this contract may involve international air transportation.
- (45) 52.247-67 Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997).
- (46) 52.248-1 Value Engineering (FEB 2000) [excluding subparagraph (f)]. This clause applies only if this contract is for \$100,000 or more. 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) NASA FAR SUPPLEMENT CLAUSES

The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

- (1) 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2002). "Within 50 days" is inserted in paragraph (c). This clause is applicable to all or any part of the contract

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that includes information technology resources or services in which the Seller must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency.

- (2) 1852.208-81 Restrictions on Printing and Duplicating (OCT 2001).
- (3) 1852.211-70 Packaging, Handling, and Transportation (JUN 2000). This clause applies to all contracts for items that will become components of deliverable Class I, II, or III items.
- (4) 1852.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.
- (5) 18-52.219-75 Small Business Subcontracting Reporting (MAY 1999). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern.
- (6) 1852.219.76 NASA 8 Percent Goal (JUL 1997). This clause applies only if this contract exceeds \$100,000 and Seller is not a Small business Concern.
 - (6.1) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontractor levels which will optimize the opportunity for subcontract participation of small business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZones, Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), and Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs). To this end the Seller shall comply with the approved subcontract plan set forth in the contract and with any approved Master Subcontracting Plan or DoD Comprehensive Subcontracting Plan that the Seller may have. Changes to the plan will be authorized only by contract modification. In contracts containing award fee, performance by the Seller in exerting its best effort to operate in accordance with this plan shall be a factor in determining award fee under this contract.
 - (6.2) The Seller will be evaluated on the Seller's efforts toward achieving the percentages outlined in paragraph (b) (6.3) below including trends and Seller efforts to meet the goals. The percentages shall be calculated based on the dollars expended to the concerns as compared to Contract total actual expenditures on a quarterly and annual basis.

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- (6.3) In accordance with Prime Contract H.3 SMALL BUSINESS SUBCONTRACTING GOALS (JSC 52.219-90) (JUN 2001), Subcontracting goals are expected to equal or exceed the following percentages (including lower tier subcontracts) as measured by (b) (6.2) above. For purposes of this paragraph (b) (6.3), the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation. The total small business goal, expressed as a percent of total contract value, is 10% percent, including options. The small business percentage goal, (10% percent), includes the following goals expressed as a percent of total contract value:
- | | |
|--------|--|
| 10% | Small businesses (inclusive of all categories listed below) |
| 4% | Small disadvantaged businesses (inclusive of women-owned small businesses that also meet the FAR definition of a small disadvantaged business) |
| 3% | Women-owned small businesses (inclusive of small disadvantaged businesses that also meet the FAR definition of a woman-owned small business) |
| 1% | HUBZone Small Business Concerns |
| 3.5% | Veteran-Owned Small Business Concerns (VOSBs) (inclusive of SDVOSBs) |
| 1.5% | Service-Disabled Veteran-Owned Small Business Concerns (SDVOSBs) |
| 0.015% | Historically Black Colleges and Universities/Minority Institutions (HBCU/MIs) |
- (7) 1852.223-70 Safety and Health (APR 2002). This clause applies only if this contract exceeds \$1,000,000; requires construction, repairs, or alteration in excess of \$25,000; or involves the use of hazardous materials or operations.
- (8) 1852.223-74 Drug- and Alcohol-Free Workforce (MAR 1996).
- (9) 1852.223-75 Major Breach of Safety or Security (FEB 2002). In this clause, "Government Investigation" shall mean Government or Buyer Investigation".

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- (10) 1852.225-70 Export Licenses (FEB 2000) with Alternate I (FEB 2002). In paragraph (b), "NASA/JSC, KSC, and MSFC" is inserted in the blank.
- (11) 1852.227-14 Rights in Data - Modification (OCT 1995). Modifies FAR 52.227-14, Rights in Data -- General (JUN 1987). This clause applies only if data will be produced, furnished, or acquired under this contract, except contracts for basic or applied research with universities or colleges.
- (12) 1852.227-70 New Technology (MAY 2002). This clause applies only if experimental, developmental, or research work is to be performed by other than a small business firm or a non-profit organization.
- (13) 18-52.227-72, Designation of New Technology Representative and Patent Representative (JUL 1997) [Prime Contract Clause G4]. The following named representatives were designated by the Contracting Officer to administer the New Technology or Patent Rights clause:
- NASA New Technology Representative and Patent Representative
- NASA Lyndon B. Johnson Space Center
Attention: New Technology Rep and Patent Rep HA
Technology Transfer & Commercialization Office
Houston TX 77058
- (14) 1852.228-72 Cross Waiver of Liability for Space Shuttle Services (SEPT 1993).
- (15) 1852.228-76 Cross Waiver of Liability for Space Station Activities (DEC 1994).
- (16) 1852.242-72 Observance of Legal Holidays (AUG 1992) with Alternate I (SEP 1989). In this clause, Government means US Government.
- (17) 1852.242-76 Modified Cost Performance Report (MAR 1999).
- (18) 1852.242-78 Emergency Medical Services and Evacuation (APR 2001). This clause applies if work is performed under this contract outside the United States or in remote locations in the United States.
- (19) 1852.245-80 Use Of Government Production And Research Property On A No-Charge Basis (MAR 1989). The contracts specified below are: Contract NAS8-50000, NAS8-50001, NAS15-10000 (International Space Station Prime Contract).
- (20) 18.52.246-70 Mission Critical Space Systems Personnel Reliability Program (MAR 1997). In this clause, Government means US

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Government and Contracting Officer means US Government Contracting Officer.

- (21) 1852.246-73 Human Space Flight Item (MAR 1997).
- (c) Cost Accounting Standards
- (1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated April 1998.
 - (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1998.
 - (3) The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause 3065 is the version dated August 1992.
 - (4) The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause 3066 is the version dated April 1998.
 - (5) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3067 is the version dated April 1998.
- (d) Prime Contract H.4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91) (MAY 2002)
- (1) NASA may find it necessary to release Seller information submitted by the Buyer or the Seller, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, the Seller hereby consents to a limited release of its confidential business information (CBI) by NASA.
 - (2) Possible circumstances where the Agency may release the Seller's CBI include, but are not limited to, the following:
 - (A) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA;
 - (B) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation,

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and maintenance, including performing data processing and management functions for the Agency.

- (3) NASA recognizes its obligation to protect both the Buyer and the Seller from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (2) (a) or (2) (b) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
 - (4) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
 - (5) The Seller agrees to include this clause, including this paragraph (5), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.
- (e) **PRIME CONTRACT FLOWDOWN PROVISIONS.** This contract may be amended to the extent necessary to incorporate additional provisions required to meet Buyer's obligations under the prime contract to which this order is charged. In the event that both (1) FAR 52.244-6, Subcontracts for Commercial Items (May 2002), is included in the prime contract and (2) all goods and services to be provided under this contract are "commercial items", as that term is defined in the Federal Acquisition Regulations, then Buyer's use of this clause is limited to additional provisions required to meet Buyer's obligations under the prime contract when acquiring "commercial items". Amendments imposed under the authority of this clause unilaterally by Buyer entitle Seller to request an equitable adjustment, as if they had been imposed under the Changes clause, and in accordance with Changes clause procedures on requesting an equitable adjustment. Seller may use the Disputes clause if Seller feels that Buyer used this clause to impose a amendment beyond the scope of this clause.
- (f) **MANNED SPACE FLIGHT ITEM (NASA FAR Supplement 18-52.246-73) (MAR 1997) statement.**
- "FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."
- (g) **PACKAGING, HANDLING, STORAGE AND TRANSPORTATION OF FLIGHT HARDWARE.** This clause only applies to Flight Hardware. This clause does not apply commercial items or commercial components, as those terms are defined

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at FAR 52.202-1, unless they have undergone modifications, screenings or tests that are unique to items sold to NASA.

- (1) Seller shall identify all special handling requirements associated with hardware, firmware, materials, devices, items, goods, and articles classified as Flight Hardware (or any similar designation of use in space or use on orbit) (hereinafter referred to as "Flight Items" or "Flight Hardware") purchased or leased on this contract. This identification shall be made on both the shipping document (or as an attachment to the shipping document) and on correlating packaging labels, placards, or large legible printed markings on the exterior of the packaging itself, designed to alert those handling, transporting, shipping, receiving, moving, stacking, un-stacking, storing or processing (hereinafter referred to as "Handling") the Flight Items after the Flight Items leave the Seller's facility. If the Seller does not have labels that meet the intent of this clause, the Buyer will supply the required labels. Special Handling requirements include, but are not limited to, the following considerations:
 - (A) Special Handling instructions (where necessary to prevent damage or deterioration) such as instructions to fork lift operators on how to lift the Flight Item without damaging the Flight Item, "Do not drop", or "this end up" arrows.
 - (B) Electrostatic discharge (ESD) sensitive item warnings, for example, "Flight hardware; Electrostatic Discharge Sensitive (ESDS), handle IAW MIL-STD-1686" or "EEE Part(s); ESDS Device; EMI shielding required".
 - (C) Temperature range limitations (where the item could be damaged if exposed to temperatures between minus 25 degrees Fahrenheit (F) and 125 degrees F during transportation or between 68 degrees F and 82 degrees F during storage).
 - (D) Humidity range limitations (where the item could be damaged if exposed to humidity between 30% and 70% relative humidity (RH)).
 - (E) Fragile item warnings (where the item is fragile or requires shock recorders or indicators during Handling).
 - (F) Minimum or maximum bend radius or radii limitations (where a flexible Flight Item could be damaged if excessively bent or folded while being Handled).
 - (G) Cleanliness requirements or warning not to open except in a Clean Room environment (where the Flight Item is precision

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cleaned or for any reason should only be opened in a Clean Room environment).

- (2) Flight Items that will be stowed for flight with no further processing shall be delivered ready for flight stowage by the Seller and annotated on the shipping document, i.e., "ready for flight; no further processing required". The fact that the item has been packaged with certified flight material(s) shall be marked in some manner on the inner packaging. If it is not feasible to mark the inner-most packaging as flight certified material, then a note on the packaging material that is to be removed just prior to stowage shall state "Remove [insert items to be removed] before flight/stowage" OR "Remove [insert items to be removed] before flight/stowage except for [insert exceptions]".
 - (3) In the event Buyer provides specific labels, those labels shall be applied in accordance with the accompanying instructions to the packaging containing the Flight Items for which the labels were provided.
 - (4) If no special Handling requirements apply to the Flight Item, the Flight Item shipping documentation shall state "No Special Handling Requirements" or words to that effect.
- (h) **H.9 GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)**
- (1) The Seller is authorized use of the following RLLS in performance of this contract or any subcontract entered into under this contract:
 - (A) Russian Translations
 - (B) Russian Interpretations
 - (C) Russian Language training
 - (D) Russian Logistics services (both in the U.S. and in Russia), including (i) Ground Services (e.g. airport pickup/drop-off, transportation between hotels and meeting locations); (ii) Meeting Services (e.g. coordination of schedules, agendas, and protocols); (iii) Hotel Reservations at the Penta Hotel in Russia; and (iv) Visa Coordination.
 - (2) The Buyer's Authorized Purchasing Representative shall be promptly notified by the contractor upon identification of a need for RLLS. The Buyer's Authorized Purchasing Representative shall in turn notify the Contracting Officer. The Contracting Officer shall provide instructions as to the point of contact for submitting a request for RLLS. Failure of the Government to provide adequate or timely RLLS shall entitle the Seller to an equitable adjustment in all affected contract terms and conditions, exclusive of any adjustment to fee or profit. This provision, including this

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flow-down requirement, shall be inserted in all subcontracts where it is anticipated that RLLS may be necessary for contract performance.

- (3) Seller shall provide Buyer the maximum practical amount of lead time for requests of RLLS.
- (i) CHANGE IN PRIME CONTRACTOR [Written to implement NAS15-10000 clause H.72]

In the event the Buyer is not selected for the International Space Station follow-on contract, upon the termination or expiration of both the International Space Station prime contract NAS15-10000, and this prime contract NAS 9-02099, the remaining effort under this contract will be transferred via a novation agreement to the successor contractor selected by NASA or to NASA. The Seller hereby agrees to execute a novation agreement between itself, the Buyer, and the successor contractor or the United States of America Government. The Seller further agrees that deletion of the effort specified in the novation agreement from this contract and novation to a successor contract (or transfer to a follow-on contract) shall not be considered a partial termination of this contract.

- (j) G.12 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (DEC 1999). This clause applies if hazardous materials will be utilized on-site at any United States Government facility.
 - (1) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.
 - (2) "Hazardous materials," for the purposes of this clause, consist of the following:
 - (A) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation 1010.119, without regard for quantity.
 - (B) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.
 - (C) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's

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Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

- (D) Any radioisotope material or device that produces ionizing radiation.
 - (E) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
 - (F) Any explosive or any pyrotechnics.
 - (G) Any pesticide.
- (3) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
 - (4) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
 - (5) The contractor shall notify the JSC Occupational Health and Test Support Office (SD13) prior to any initial use or different application of these materials.
 - (6) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
 - (7) The contractor shall insert the substance of this clause, including this Paragraph (i) (7) with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
 - (8) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.
- (k) **G.10 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTOR (JSC 52.204-91) (MAR 2002)** [Include in all contracts that may require (1) contractor employees who are foreign nationals, including those who have lawful permanent resident (LPR) status (i.e., resident alien “green” card) or (2) U.S. or foreign employees/representatives of contractors/subcontractor that have foreign ownership and need to obtain access to the JSC site.]
- (1) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special

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arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

- (2) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.
- (3) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.
- (4) The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

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- (l) G.13 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (MAY 1993). This clause applies if Seller's employees, subcontractors or agents will be on-site at the Johnson Space Center.

At all times while on Government property, the contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Contract and Pass Office, located in Building No. 110. Badges will be issued only between the hours of 7 a.m. and 4 p.m., Monday through Friday. Each individual who wears a badge will be required to sign personally for the badge. The contractor will be held accountable for these badges, and immediately after completion of the work they shall be returned to the NASA Contract Badge and Pass Office. Failure to turn in badges upon completion of the work may result in final payment being delayed.