



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 957 (02/21/02)

NAS10-11400

PAYLOAD GROUND OPERATIONS CONTRACT (PGOC) 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)
- (2) 52.203-7 Anti-Kickback Procedures (JULY 1995) [excluding subparagraph (c)(1)]. 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) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
- (4) 52.204-2 Security Requirements (AUG 1996) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified material is required.
- (5) 52.211-5 New Material (MAY 1995). "Contracting Officer" shall mean Boeing.
- (6) 52.211-15 Defense Priority and Allocation Requirements (SEPT 1990)
- (7) 52.215-2 Audit -- Negotiation (AUG 1996). This clause applies only if this contract exceeds \$10,000.
- (8) 52.215-22 Price Reduction (OCT 1995)
- (9) 52.215-23 Price Reduction-Mods (OCT 1995)
- (10) 52.215-24 Subcontractor Cost or Pricing Data (OCT 1995) This clause applies only if this contract is \$500,000 or more.
- (11) 52.215-25 Subcontractor Cost or Pricing Data - Modifications (OCT 1995). This clause applies only if this contract is \$500,000 or more.
- (12) 52.215-30 Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller includes facilities capital cost of money as a proposed cost of this contract.
- (13) 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987). This clause applies only if Seller did not include facilities capital cost of money as a proposed cost of this contract.

- (14) 52.215-39 Reversion or Adjustment of Plans for Post Retirement Benefits (MARCH 1996)
- (15) 52.215-40 Notification of Ownership (FEB 1995)
- (16) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (17) 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 Boeing.
- (18) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (MAR 1986). 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) 52.222-20 Walsh-Healey Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.
- (20) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (21) 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.
- (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) 52.222-41 Service Contract Act of 1965, as Amended (MAY 1989). This clause applies only if "service employees" (as that term is defined in the Service Contract Act Of 1965, as Amended, 41 U.S.C. 351, as amended) are required in the performance of this contract.
- (25) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (26) 52.223-3 Hazardous Material Identification and Material Safety Data (NOV 1991)
- (27) 52.225-10 Duty-Free Entry (APR 1984)
- (28) 52.227-1 Authorization and Consent (APR 1984)
- (29) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds \$10,000. A copy of each notice sent to the Government will be sent to Boeing.
- (30) 52.227-9 Refund of Royalties (APR 1984)
- (31) 52.227-14 Rights in Data -- General (JUN 1987), Alt. III (JUN 1987), as modified by NASA FAR Supplement 18-27.409 (e). This clause applies only if data will be produced, furnished, or acquired under this contract.

- (32) 52.230-2 Cost Accounting Standards (AUG 1992)
- (33) 52.230-6 Admin of CAS (APR 1996)
- (34) 52.244-5 Competition in Subcontracting (JAN 1996)
- (35) 52.245-2 Government Property (DEC 1989)
- (36) 52.245-18 Special Test Equipment (FEB 1993)
- (37) 52.246-23 Limitation of Liability (APR 1984)
- (38) 52.246-25 Limitation of Liability -- Services (APR 1984). This clause applies only if this contract exceeds \$25,000.
- (39) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984)
- (40) 52.249-6 Termination (Cost Reimbursement) (MAY 1984)

(b) 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) 18-52.217-70 Property Administration (AUG 1988)
- (2) 18-52.219-76 Small Business (JUL 1991)
- (3) 18-52.223-70 Safety and Health (SEP 1993). 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.
- (4) 18-52.223-71 Frequency Authorization (DEC 1988). This clause applies only if this contract calls for developing, producing, testing, or operating a device for which a radio frequency authorization is required.
- (5) 18-52.227-70 New Technology (APR 1984). This clause applies only if Seller is not a small business firm or nonprofit organization and this contract requires Seller to perform experimental, developmental, or research work.
- (6) 18-52.228-72 Cross Waiver of Liability (SEPT 1993)
- (7) 18-52.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.
- (8) 18-245-73 Reporting of Government Property (JUL 1994)

(c) Construction Clauses. The following contract clauses are incorporated by reference from Federal Acquisition Regulation (FAR), and apply only to construction contracts. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

- (1) 52.222-6 Davis Bacon Act (FEB 1988)

- (2) 52.222-7 Withholding of Funds (FEB 1988)
- (3) 52.222-8 Payrolls and Basic Records (FEB 1988)
- (4) 52.222-Apprentices and Trainees (FEB 1988)
- (5) 52.222-10 Compliance with Copeland Act Requirements (FEB 1988)
- (6) 52.222-11 Subcontracts (FEB 1988)
- (7) 52.222-12 Contract Termination - Debarment (FEB 1988)
- (8) 52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
- (9) 52.222-14 Disputes Concerning Labor Standards (FEB 1988)
- (10) 52.222-15 Certification of Eligibility (FEB 1988)
- (11) 52.222-16 Approval of Wage Rates (FEB 1988)
- (12) 52.222-17 Labor Standards for Construction Work - Facilities Contracts (FEB 1988)

(d) General Safety and Accident Prevention - "Contractor" and "Offeror" shall mean Seller, and "KSC Safety Office" shall mean BOEING's Safety Office. The contractor will be required to participate in the KSC Safety Program. The primary safety and health responsibility will be with the prime contractor, and will include the following:

- (1) Maintaining continuous surveillance of Industrial Safety Operations in the contractor's contractual areas for detection and correction of unsafe practices and conditions.
- (2) Ensure that working conditions and practices in areas of contract responsibility are maintained in a safe manner.
- (3) Coordinating with KSC Safety Office (SF-SAF) on all matters pertaining to accident prevention, whether between the contractor or other contractors, or NASA elements and the contractor.
- (4) Submitting a written safety program (Plan) stating how the contractor will implement the Safety program to the Director, Safety, R&QA and Protective Services, for review and approval in accordance with the DRL/DRD SRQ-1 shown in the contract. The Safety Plan should be written in accordance with KSC GP-509D, "Contractor/User Safety Program Guidelines."
- (5) Submitting a Quarterly Safety Summary Report in accordance with the DRD SRQ-2 shown in the contract. Information should contain (as a minimum) items listed in Section V of KSC GP-509D.
- (6) Ensuring that contractor employees are provided with and use safety clothing and equipment for hazardous operations. Responsibility for "furnishing" this clothing and equipment lies with the contractor, except when otherwise authorized by contract or any revisions thereof.
- (7) Complying with KMI 1710.1F, dated April 21, 1988, entitled "Safety, Reliability and Quality Assurance

Programs," and the safety and health provisions contained therein, but not limited to, documents shown in a listing issued by the Director, Safety, R&QA and Protective Services.

(8) Complying with KMI 1710.13F, dated May 19, 1988, entitled "Technical Operating Procedures Policy," for all operations performed at KSC and ESMCR 127-1, Range Safety, for all operations performed on CCAFS by the contractor.

(9) Notifying the KSC Safety Office (SF-SAF) immediately when contacted by personnel from the Department of Labor. Furnishing the KSC Safety Office copies of all correspondence reports relating to inspection performed under the Occupational Safety and Health Standards by the Department of Labor.

(10) Furnishing a written report to the KSC Safety Office of all deficiencies with equipment and facilities in violation of the Occupational Safety and Health Standards which are under their contract SOW. Contractor is responsible for maintaining his assigned equipment and facilities in compliance with OSHA standards and regulations.

(11) The contractor agrees to insert this clause, including this paragraph 121 and any applicable Schedule Provisions, with appropriate changes of designations of the parties, in subcontracts of every tier unless the Contracting Officer makes a written determination of exemption from this clause.

Nothing herein shall be construed as imposing upon the contractor any duty to assure or otherwise assume responsibility for the safe operations of any other contractor or their subcontractor performing work on behalf of the Government at the John F. Kennedy Space Center or for the personal safety of the agents, servants or employees of any such other contractors or subcontractors.

(e) Designation of New Technology Representative and Patent Representative

(1) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative	John F. Kennedy Space Center, NASA DE-PMO-A Kennedy Space Center, FL 32899
Patent Representative DE-PAT	John F. Kennedy Space Center, NASA Kennedy Space Center, FL 32899

(2) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(f) Financial Reporting of Government-Owned/Contractor-Held Property

(1) Seller shall prepare and submit annually a NASA Form 1018, report of Government-Owned/Contractor-Held Property, in accordance with the instructions on the form and subsection 18-45.505-14 of the NASA FAR

Supplement, except the reporting of space hardware shall be required only upon the written directions of Boeing identifying the specific project items to be reported.

(2) Seller shall submit annually the original and three copies of NASA Form 1018 to the address below:

The BOEING Company
P.O. Box 21233
Kennedy Space Center, FL 32815
Attention: Buyer/Subcontract Administrator

(3) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 10.

(g) Flowdown Provisions

This contract may be amended to the extent necessary to provide for the inclusion herein of additional applicable provisions required to meet Boeing's obligations under its contract with NASA under which this contract is charged.