



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 962 (10/01/96)

NAS8-39400

SPACELAB INTEGRATION 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) 52.203-7 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.

(2) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). 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.

(3) 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.

(4) 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."

(5) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)

(6) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds \$10,000.

(7) 52.215-2 Audit -- Negotiation (FEB 1993). This clause applies only if this contract exceeds \$10,000.

(8) 52.215-26 Integrity of Unit Prices (OCT 1995) [excluding paragraph (c)]

(9) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989). This clause applies only if under this contract certified cost or pricing data is required and 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. "Contracting Officer" shall mean Buyer.

- (10) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 1991). 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. "Contracting Officer" shall mean Buyer.
- (11) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (12) 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.
- (13) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (14) 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- (15) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (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) 52.222-37 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.
- (21) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (22) 52.225-3 Buy American Act - Supplies (JAN 1994)
- (23) 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.
- (24) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (25) 52.227-1 Authorization and Consent (APR 1984), Alt. I (APR 9184)
- (26) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Buyer.
- (27) 52.227-14 Rights in Data -- General (JUN 1987). This clause applies only if data will be produced, furnished, or acquired under this contract.

- (28) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- (29) 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.
- (30) 52.244-5 Competition in Subcontracting (APR 1984)
- (31) 52.245-2 Government Property (DEC 1989)
- (32) 52.245-18 Special Test Equipment (FEB 1993)
- (33) 52.246-23 Limitation of Liability (APR 1984)
- (34) 52.251-1 Government Supply Sources (APR 1984)
- (35) 52.253-1 Computer Generated Forms (JAN 1991)
- (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) 18-52.210-75 Packaging and Marking (SEP 1990), Alternate II(SEP 1990)
- (2) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.
- (3) 18-52.219-75 Small Business and Small Disadvantaged Business Subcontracting Reporting (SEP 1992). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern
- (4) 18-52.219-76 NASA Small Disadvantaged Business Goal (JUL 1991)
- (5) 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.
- (6) 18-52.228-72 Interparty Waiver of Liability During STS Operations (DEC 1988)
- (7) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.
- (8) 18-52.235-70 Scientific and Technical Information Service (SEP 1991)
- (9) 18-52.237-70 Emergency Evacuation Procedures (DEC 1988). This clause applies only if this contract requires work on a Government installation.
- (10) 18-52.242-72 Observance of Legal Holidays (SEP 1989)
- (11) 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.

(12) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean Buyer. Seller will report to Buyer all Centrally Reportable Equipment (CRE) in accordance with the terms of this clause. A listing of all equipment, including CRE items, CRE type items costing less than \$1,000.00, all development items, no matter what the value, and Special Tooling will be provided to Buyer on 30 March and 30 September of each year. The listing will exclude completed end item deliverables under the contract, leased items, and any software/manuals. Seller will ensure that these requirements are included in all lower-tier subcontracts.

(13) 18-52.245-71 Installation-Provided Government Property (MAR 1989)

(14) 18-52.245-77 List of Installation-Provided Property and Services (MAR 1989). Paragraphs (a) and (c) through (j) of the referenced clause are applicable to personnel on-site at MSFC only.

(15) 18-52.246-70 Mission Critical Space Systems Personnel Reliability Program (MAR 1991)

(c) Option to Extend the Term of the Contract

(1) Buyer may extend the term of this contract by written notice to Seller 30 days prior to contract completion; provided, that Buyer shall give Seller a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit Buyer to an extension.

(2) If Buyer exercises the option, the extended contract shall be considered to include this clause.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight years.

(d) Security Requirements for Unclassified Automated Information Resources

(1) In addition to complying with any functional and technical security requirements set forth in the schedule and the clauses of this contract, Seller will obtain special identification, as required by the computer security manager, for its personnel who need unescorted or unsupervised physical access or electronic access to the following limited or controlled areas, systems, programs, and data: NONE.

(2) Seller will incorporate this clause in all subcontracts where the requirements identified in paragraph (a) are applicable to performance of the subcontract.

(e) Space Flight Item

Seller shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract without exception as to amount or subcontractual level:

For use in manned 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 quality which is higher than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of Buyer.

(f) Designation of New Technology Representative and Patent Representative

(1) For purposes of facilitating 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

Chief, Technology Utilization Office, AT01

George C. Marshall Space Flight Center

Marshall Space Flight Center, AL 35812

Patent Representative

Patent Counsel, CC01

George C. Marshall Space Flight Center

Marshall Space Flight Center, AL 35812

(2) Reports of reportable items, interim reports, final reports, and other reports required by the clause, 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 through Buyer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(g) Handling of Data

(1) It is anticipated that in the performance of this contract Seller may be requested by the Government to have access to and use of the following types of information and data:

(A) NASA's Financial and Management information and such information of other parties contained in or furnished under NASA contracts or agreements.

(B) Proposals, both solicited and unsolicited, submitted to NASA by other parties.

(C) Data submitted to NASA with restrictive legends.

(2) Therefore, in furtherance of NASA's data-handling policies to protect the interests of the Government and other parties with respect to such information and data, Seller agrees:

(A) Not to knowingly disclose the above types of information and data to the public; and

(B) To abide by the restrictive legends contained on any data in the above categories.

(3) These restrictions do not limit Seller's right to use and disclose information and data obtained from another source without restriction.