



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

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### CLAUSE 90H (12/6/99)

### NAS15-10000, MOD 543

### ISS PROPULSION MODULE (REBOOST)

### 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 (JUN 1985). This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures (OCT 1988) [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 Boeing 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 \$100,000. If the Government reduces Boeing's price or fee for violations of the Act by Seller or its subcontractors at any tier, Boeing 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)
- (5) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000.
- (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 information is required.
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-1 Examination of Records by Comptroller General (FEB 1993). This clause applies only if this contract exceeds \$100,000.
- (9) 52.215-2 Audit - Negotiation (FEB 1993). This clause applies only if this contract exceeds \$100,000.
- (10) 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)
- (11) 52.215-24 Subcontractor Cost or Pricing Data (DEC 1991)
- (12) 52.215-26 Integrity of Unit Prices (ALT I) (APR 1991)
- (13) 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 or preaward or postaward cost determinations are subject to FAR part 31. 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. "Contracting Officer" shall mean Boeing.
- (14) 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 part 31. 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. "Contracting Officer" shall mean Boeing.

- (15) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- (16) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)
- (17) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (18) 52.222-1 Notice to Government of Labor Disputes (APR 1984)
- (19) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). 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 its subcontractors under this clause.
- (20) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (21) 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
- (22) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (JUN 1984)
- (23) 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998). 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) 52.223-6 Drug-Free Workplace (JUL 1990)
- (27) 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. For the purposes of this clause the blank(s) are completed as follows: (f)(3) The notation "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry to be claimed pursuant to Schedule 8, Part 3, Item No. 832.00 Tariff Schedules of the United States (19 U.S.C. 1202). Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR 142 and notify the appropriate contract administration office for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."
- (28) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (29) 52.227-1 Authorization and Consent (APR 1984)
- (30) 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 Boeing.
- (31) 52.227-12 Patent Rights – Retention by Contractor (Long Form) (JAN 1997). This clause only applies to a large business where this order exceeds \$100,000 and involved an element of research and/or development. Copies of any New Technology reports, patent reports and invention disclosures shall be forwarded to both Buyer and to: Linda Loftin (M/S HA), Technology Transfer & Commercialization Office, National Aeronautics & Space Administration, Lyndon B. Johnson Space Center, Houston, Texas 77058.
- (32) 52.227-14 Rights in Data -- General (JUN 1987) -- As modified by NASA FAR Supplement 18-52.227-14. This clause applies only if data will be produced, furnished, or acquired under this contract.
- (33) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- (34) 52.227-23 Rights to Proposal Data (JUN 1987)
- (35) 52.244-5 Competition in Subcontracting (DEC 1996)
- (36) 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor Hours Contracts (JAN 1986)

(37) 52.245-18 Special Test Equipment (FEB 1993)

(38) 52.246-24 Limitation of Liability - High-Value Items (APR 1984)

(39) 52.247-63 Preference for U.S. - Flag Air Carriers (APR 1984). This clause applies only if this contract may involve international air transportation.

(40) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984). This clause applies only if this contract exceeds \$100,000.

(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) 18-52.204-71 NASA Contractor Financial Management Reporting (DEC 1988). This only applies to orders other than firm-fixed-price exceeding \$500,000.

(2) 18-52.204-72 NASA Contractor Financial Management Reporting (Performance Analysis Report). This only applies to orders other than firm-fixed-price exceeding \$25 million.

(3) 18-52.204-76 Security Requirements for Unclassified Automated Information Resources (SEP 1993)

(4) 18-52.219-73 Small Business and Small Disadvantaged Business Subcontracting Plan (OCT 1994)

(5) 18-52.219-74 Use of Rural Area Small Businesses (SEP 1990). This clause applies only if this contract offers subcontracting possibilities.

(6) 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.

(7) 18-52.219-76 NASA Small Disadvantaged Business Goal (JUL 1991)

(8) 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.

(9) 18-52.223-72 Potentially Hazardous Items (DEC 1988)

(10) 18-52.227-70 New Technology (APR 1988). This clause (and FAR 52.227-11) only apply if Buyer identifies this order as involving an element of research and/or development, and exceeds \$100,000.

(11) 18-52.227-72 Designation of New Technology Representative and Patent Representative (APR 1984). Insert in paragraph (a): Technology Transfer & Commercialization Office, M/S HA; National Aeronautics & Space Administration; Lyndon B. Johnson Space Center; Houston, Texas, 77058.

(12) 18-52.227-86 Commercial Computer Software – Licensing (DEC 1987)

(13) 18-52.228-75 Minimum Insurance Coverage (OCT 1988). This clause applies only if this contract requires work on a Government installation.

(14) 18-52.228-76 Cross-Waiver of Liability for Space Station Activities (SEP 1993)

(15) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean Boeing. Seller will report to Boeing 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 Boeing 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.

(16) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994). Seller will submit annual reports to Boeing no later than July 15.

(17) 18-52.246-73 Human Space Flight Item (MAR 1997)

(18) 18-52.245-78 Space Hardware Reporting (MAR 1989)

(c) Cost Accounting Standards

If clause 383 or 384 is incorporated in this contract, the date of the "Administration of Cost Accounting Standards" clause (FAR 52.230-5) is hereby changed from AUG 1992 to FEB 1995. In clause 384 the date of the "Disclosure and Consistency of Cost Accounting Practices" clause (FAR 52.230-3) is hereby changed from AUG 1992 to NOV 1993.

(d) Export of Technical Data, Computer Software, or Hardware in the Conduct of Space Station Related Activities.

When directed in writing by Buyer, acting as an agent of NASA for purposes of export control, Seller shall export on behalf of NASA specifically identified technical data, computer software, or hardware to a named foreign entity or person, in the manner and under the conditions provided for in the direction. Any export made in accordance with this clause shall be limited to only that technical data, computer software, and hardware which Buyer specifically identifies and authorizes Seller to export, in the manner and under the conditions provided in the authorization; all other exports of technical data, computer software and hardware by Seller, whether related to the performance of this order or otherwise, are subject to the applicable requirements of the U.S. export control laws and regulations. Nothing contained in this clause shall affect the protection or allocation of rights to technical data or computer software between Seller and Buyer and/or NASA as provided for in this order; nor shall this clause imply any license or affect the scope of any license otherwise granted to the Government, Buyer, or the recipient of the transferred or disclosed technical data or computer software. Seller agrees to include this clause in all of its own subcontracts supporting this order (modified to reflect the relationship of the parties), the performance of which may require the development, delivery, or use of technical data, computer software, or hardware. Seller agrees that any direction given by Buyer or NASA to Seller under this clause will be given by Seller to its own subcontractor(s) when required to effect the export for NASA in accordance with this clause.

(e) Identification and Approval for Use of Restricted Computer Software and/or Commercial Computer Software.

Seller shall identify in writing within 20 days of the definitization of this order all restricted computer software and/or commercial computer software, as defined in the "Rights in Data - General" and the "Commercial Computer Software Licensing" clauses of this order, that will be delivered in the performance of this order. Buyer shall approve or disapprove, in writing, delivery of the identified restricted computer software and/or commercial computer software within 45 days from receipt of request from Seller. Seller shall be responsible for notifying Buyer on a continuous basis of additional restricted computer software and/or commercial computer software to be delivered. If Buyer disapproves the use of restricted computer software and/or commercial computer software, when such software is identified, Seller may submit a proposal for equitable adjustment to Buyer.

(f) Packaging & Marking.

Seller shall pack and mark all hardware deliverable under this order in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling & Transportation. Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1 and/or MIL-STD-2073-1 and MIL-STD-2073-2, as applicable, except as otherwise indicated in this clause or elsewhere in the order. Seller shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1. Seller shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. Seller's packaging specifications or procedures may be utilized if they are not in conflict with cited NASA specifications, and are approved in writing by Buyer. In any conflict between NASA, Buyer and Seller specifications or procedures, the NASA documents cited in this clause shall take precedence. Seller shall prominently display a NASA Critical Space Item Label on the wrapping or covering of all items furnished, shipped or transported in support of this order that are for space flight use. Class I, Class II, and Class III interim packages and all exterior shipping containers will be marked to alert shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of NHB 6000.1. All markings for space flight items shall be blue in color. All shipping documents and purchasing documents for these items shall be marked "ITEMS FOR SPACE FLIGHT USE".

(g) Potentially Hazardous Items.

Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components: detonators, expanding tubes, shielded mild detonating cords, pressure cartridges, standard initiators Type I, percussion primers, any residuals on Space Shuttle equipment returned from the launch facility. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work. The requirement for delivery of data supercedes any terms of this order permitting withholding of data.

(h) Badging Requirements for Foreign Nationals.

If foreign nationals are to be used for work on a NASA installation, advance notice must be given through the Buyer to the cognizant NASA Security Office at least one month prior to the scheduled need for access. The following specific information must be provided for each such foreign national: complete name and address; company name and address; detailed description of duties and contract number; nationality and date and place of birth; passport number and expiration date; employment authorization and/or work permit number issued by the INS; access requirements and duration of need for access. The NASA Security Office will make arrangements for appropriate badging or will notify Seller if unescorted access is denied or delayed. Seller agrees that it will not employ for performance of work at a NASA installation any individual who is not legally authorized to work in the United States.

(i) Space Flight Motivation Awareness Program.

Seller shall maintain a product and performance-oriented motivation program in accordance with Safety NHB 1700.1 (VI-B) and NASA Policy Directive 3500. The program objective shall be the prevention of human error by instilling in individuals an awareness of individual responsibility for ISS, Shuttle, and any other ancillary mission/ payloads related to human space flight. As a minimum, goals should be to assure mission success, flight crew safety, and recognition of exemplary performance necessary to achieve success. The program should include as a minimum: participation in NASA-Industry Space Flight Awareness Program; goal setting and measurement to provide documented practical goals and performance standards for the reduction and elimination of human errors at organizational and individual employee levels; a system for detecting human errors, relating them to identifiable causes and action to remove the causes; methods to obtain and distribute motivational information and materials to concerned personnel and vendors supplying critical flight and ground support hardware and software; motivational indoctrination for supervisory personnel and indoctrination of the workforce in workmanship needs; recognition of personnel who demonstrate their awareness through exceptional craftsmanship, error-free workmanship and attention to careful performance in their job responsibility. This clause only applies to orders exceeding \$2,500,000.

(j) Flight Item.

Block 16 of each DD Form 250 prepared for hardware or equipment to be shipped under this order must be annotated as follows in 1/4 inch letters or larger by hand printing or rubber stamp: "**THIS IS A FLIGHT ITEM**" or "**THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT**", as applicable.

(k) Travel Outside of the United States.

Seller shall notify Buyer at least 45 days in advance to the start of travel to locations outside the United States by Seller employees that is to be charged to this order. Seller shall submit a travel report to Buyer at the conclusion of the travel.

(l) Access to Seller Data.

"Data" means recorded information (regardless of form or media in which it is recorded), including but not limited to the following: technical data; computer software; information incidental to contract administration, such as financial, administrative, cost or pricing, or management information; Seller internal audits of any discipline, system or task which directly or indirectly supports Shuttle, Payload, and ISS ground support, launch, flight or landing operations, as well as such data from any audit of subcontractors supporting Seller's efforts under this order. Buyer and shall, through closeout, have access to and right to examine any of the data used or produced in the performance of this order. Access to certain sensitive business data shall be determined on a case-by-case basis. Seller shall make available at all reasonable times for Buyer or NASA inspection all existing Buyer or Government data provided to Seller and any data first produced or used in performance of this order for examination through closeout; moreover, information provided by Seller shall contain all necessary technical and business application data to determine the degree to which the requirements of the order are met. Except for software systems being provided as part of this order and existing Seller systems, Seller shall maintain all data on a commercially available system for information management (a system comprised of a COTS database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package); Seller must obtain the approval of Buyer prior to using any new non-commercial system, or upgrading any existing non-commercial system, for information management of data generated under this order. If use of a noncommercial system is approved, Seller shall demonstrate the system to Buyer and NASA and provide thorough training to Buyer and NASA personnel to ensure that they are able to access all data maintained on the system, Seller shall provide Buyer and Government personnel unimpeded access to all areas determined by Buyer or Government as necessary for surveillance, audit, and independent evaluation purposes. Buyer and Government shall have the right to reproduce any data found during the examination that they wish to retain; but they shall retain no greater rights in the data than they would have under the "Rights in Data – General" clause. Seller shall describe the areas of its internal systems where Buyer and NASA access will be permitted, and provide Buyer and NASA the required training to be able to access and use these systems. Seller shall include this clause in all of its cost-type subcontracts supporting this order.