



## Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

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### CLAUSE 91H (01/17/02)

#### NAS8-01099

### 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). This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. 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.
- (3) 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.
- (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 (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) 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."
- (6) 52.211-5 New Materials (AUG 2000)
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-2 Audit and Records -- Negotiation (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; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.
- (9) 52.215-14 Integrity of Unit Prices (OCT 1997) [excluding paragraph (c)]
- (10) 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 its subcontractors under this clause. "Contracting Officer" shall mean Buyer.

(11) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (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. "Contracting Officer" shall mean Buyer.

(12) 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. "Contracting Officer" shall mean Buyer.

(13) 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).

(14) 52.219-8 Utilization of Small Business Concerns (OCT 2000)

(15) 52.219-9 Small Business Subcontracting Plan (OCT 2000), Alternate II (JAN 2000). 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.

(16) 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

(17) 52.222-26 Equal Opportunity (FEB 1999) [subparagraphs (b)(1) through (11)]

(18) 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998). This clause applies only if this contract is for \$10,000 or more.

(19) 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.

(20) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999). This clause applies only if this contract is for \$10,000 or more.

(21) 52.223-14 Toxic Chemical Release Reporting (OCT 1996) [excluding paragraph (e)]. This clause applies only if this contract was competitively awarded, exceeds \$100,000 (including all options), is not for commercial items as defined in FAR Part 12 and Seller has a SIC designation of major groups 20 through 39 as set forth in FAR 19.102.

(22) 52.225-8 Duty-Free Entry (FEB 2000). This clause only if supplies 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.

(23) 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)

(24) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)

(25) 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.

(26) 52.227-14 Rights in Data -- General (JUN 1987), Alternates II and III (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.

(27) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(28) 52.244-5 Competition in Subcontracting (DEC 1996)

(29) 52.245-2 Government Property (DEC 1989)

(30) 52.245-18 Special Test Equipment (FEB 1993)

(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) 18-52.204-76 Security Requirements for Unclassified Information Technology Resources (JUL 2001). This clause applies to all or any part of this contract that includes information technology resources or services in which 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) 18-52.208-81 Restrictions on Printing and Duplicating (AUG 1993).

(3) 18-52.211-70 Packaging, Handling, and Transportation (JUN 2000)

(4) 18-52.219-74 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) 18-52.219-76 NASA 8 Percent Goal (JUL 1997). This clause applies only if Seller is not a small business.

(7) 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.

(8) 18-52.223-74 Drug- and Alcohol-Free Workplace (MAR 1996). This clause applies only if work is performed by an employee in a sensitive position, except if this contract is for commercial items.

(9) 18-52.225-70 Export Licenses (FEB 2000)

(10) 18-52.227-72 Designation of New Technology Representative and Patent Representative (JUL 1997). Insert in paragraph (a): New Technology Representative, Mail Code CO30, George C. Marshall Space Flight Center, National Aeronautics and Space Administration, Marshall Space Flight Center AL 35812; Patent Representative/Chief, Intellectual Property Counsel, Mail Code LS01 George C. Marshall Space Flight Center, National Aeronautics and

Space Administration, Marshall Space Flight Center AL 35812.

(11) 18-52.227-14 Rights in Data - General (OCT 1995). This clause applies only if data will be produced, furnished, or acquired under this contract.

(12) 18-52.242.73 NASA Contractor Financial Management Reporting (JUL 2000). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.

(13) 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.

(14) 18-52.245-70 Acquisition of Centrally Reportable Equipment (JUL 1997) [excluding paragraph (b)(3)]. "Contracting Officer" shall mean Buyer. If the equipment is to be acquired as Special Test Equipment (STE), Seller shall submit the applicable request 75 days in advance of the date Seller intends to acquire the equipment. No later than 30 September of each year, Seller will provide Buyer a list of all property acquired under this clause. The list will include at a minimum: (1) part number; (2) serial number; (3) modification number, if any; (4) nomenclature; (5) acquisition cost; (6) acquisition date; and (7) the date of the prior year's list.

(15) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (SEP 2000). Seller will submit annual reports to Buyer no later than October 15.

#### (c) Cost Accounting Standards

If clause 383 or 384 is incorporated in this contract, the FAR designation for the "Administration of Cost Accounting Standards" clause is hereby changed from FAR 52.230-5 (AUG 1992) to FAR 52.230-6 (APR 1996) and the dates of the "Cost Accounting Standards" and "Disclosure and Consistency of Cost Standards" clauses are hereby changed from AUG 1992 to APR 1998.

#### (d) Cost and Pricing Data

If clause 307 or 308 is incorporated in this contract, the following changes are made:

(1) In paragraph (a): Delete "FAR 52.215-25" and substitute in lieu thereof "FAR 52.215-13 (OCT 1997)." Delete the words "in effect on the date of this contract." In clause 307 only, delete "FAR 52.215-24" and substitute in lieu thereof "FAR 52.215-12 (OCT 1997)."

(2) In paragraph (b)(1): Delete "FAR 15.804-2, 15.804-4, 15.804-6, 15.806-1, and 15.806-2, in effect on the date of this contract" and substitute in lieu thereof "FAR 15.403-4, 15.403-5, 15.404-3, and 15.406-2, in effect on May 21, 20001."

(3) In paragraph (b)(3): Delete "FAR 52.215-22(d) or 52.215-23(e)" and substitute in lieu thereof "FAR 52.215-10(d) (OCT 1997) or 52.215-11(e) (OCT 1997)."

(4) In paragraph (b)(5): Delete "FAR 52.215-22(c)(1)" and substitute in lieu thereof "FAR 52.215-10(c)(1) (OCT 1997)."

#### (e) Asbestos Material

(This clause applies only if this contract requires Seller to perform work at Marshall Space Flight Center.)

During performance of this contract, Seller's employees performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed-on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, Seller shall notify representatives of the Environmental Health Office, an office within the MSFC Medical Center, for guidance. Seller shall be responsible for ensuring that its employees working onsite are made aware of and comply with this clause.