

**CUSTOMER CONTRACT REQUIREMENTS
(NASA – MSFC- CONSOLIDATED FACILITY) Through Mod. 54
CUSTOMER CONTRACT NAS8-50001**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. 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” mean Seller.

52.203-1 Officials Not to Benefit (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985).

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (FEB 1987). Buyer may withhold 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.

52.204-2 Security Requirements (APR 1984). “Changes clause” means the changes clause of this contract. This clause applies only if access to classified material is required.

52.212-8 Defense Priority and Allocation Requirements (MAY 1986). This clause is applicable if a priority rating is noted in this contract.

52.212-13 Stop-Work Order (APR 1984), Alt I (APR 1984).

52.212-14 Stop-Work Order – Facilities (APR 1984).

52.215-1 Examination of Records by Comptroller General (APR 1984) This clause applies only if this contract exceeds \$10,000 and entered into by negotiation.

52.215-2 Audit - Negotiation (APR 1988), Alt I (APR 1988). This clause applies only if this contract exceeds \$25,000.

52.215-22 Price Reduction For Defective Cost or Pricing Data (APR 1988). This clause applies only if this contract exceeds \$100,000 and is not otherwise exempt. 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.”

52.215-24 Subcontractor Cost or Pricing Data (APR 1985). This clause applies only if this contract exceeds \$100,000 and is not otherwise exempt.

52.215-26 Integrity of Unit Prices (APR 1987). This clause applies except for contracts at or below \$25,000; construction or architect-engineer services under FAR Part 36; utility services under Subpart 8.3; services where supplies are not required.

52.216-7 Allowable Cost and Payment (APR 1984)

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985). This clause applies only if this contract exceeds \$10,000.

52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986). This clause applies only if this contract exceeds \$25,000.

52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984). This clause applies only if this contract exceeds \$25,000.

52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.

52.222-2 Payment of Overtime Premiums (APR 1984). Insert "\$-0-" in the blank in paragraph (a).

52.222-4 Contract Work Hours and Safety Standards — Overtime Compensation (MAR 1986). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy Public Contracts Act (APR 1984). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (APR 1984). This clause applies only if this contract exceeds \$10,000.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 1984).

52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984). This clause applies only if this contract exceeds \$1,000,000.

52.222-35 Affirmative Action for Special Disabled and Vietnam Era, and Veterans (APR 1984). This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$ 2,500.

52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract exceeds \$10,000.

52.223-2 Clean Air and Water. This clause applies only if this contract exceeds \$100,000.

52.223-3 Hazardous Material Identification and Material Safety Data (APR 1987). This clause applies only if Seller delivers hazardous material under this contract.

52.224-2 Privacy Act (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-3 Buy American Act - Supplies (APR 1984).

52.225-5 Buy American Act – Construction Materials (APR 1984)

52.227-1 Authorization and Consent (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$25,000.

52.227-14 Rights in Data – General (JUN 1987). This clause applies only if data will be produced, furnished or acquired under this contract.

52.230-4 Administration of Cost Accounting Standards (SEPT 1987). Add "Buyer and the" before "Contracting Officer in paragraph (e). This clause applies on if this contact exceeds \$100,000.

52.232-9 Limitation of Cost (Facilities) (APR 1984).

52.232-22 Limitation of Funds (APR 1984).

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-5 Competition in Subcontracting (APR 1984)

b. The following clause apply only to contraction and rehabilitation projects

52. 212-12 Suspension of Work (APR 1984).

52.222-6 Davis-Bacon Act (APR 1988).

52.227-7 Withholding of Funds (FEB 1988)

52.222-8 Payrolls and Basic Records (FEB 1988)

52.222-9 Apprentices and Trainees (FEB 1988)

52.222-10 Compliance with Copeland Act Requirements (FEB 1988).

52.222-11 Subcontracts (Labor Standards) (FEB 1988).

52.222-12 Contract Termination –Debarment (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)

52.222-14 Disputes Concerning Labor Standards (FEB 1988).

52.222-15 Certification of Eligibility (FEB 1988).

52.222-17 Labor Standards for Construction Work – Facilities Contracts (FEB 1988).

52.225-13 Restrictions on Federal Public Works Projects (APR 1988).

52.228-5 Insurance Work on a Government Installation (ARP 1984).

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (APR 1984).

52.236-13 Accident Prevention (APR 1984) – Alt I (APR 1984)

2. NASA Contracts. If this contract is placed under a National Aeronautics and Space Administration contract, 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" means Seller. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

18-52.204-70 Reports on NASA Subcontracts (APR 1984).

18-52.204-71 NASA Contractor Financial Management Reporting (MAY 1987).

18-52.212-70 Notice of Delay (APR 1984).

18-52.222-41 Service Contract Act of 1965 (APR 1984). This clause applies only if this contract is subject to the Act.

18-52.223-70 Safety and Health (APR 1984).

18-52.223-72 Potentially Hazardous Items (OCT 1984).

18-52.225-71 Non-domestic Construction Materials (APR 1984).

18-52.227-14 Rights in Data – General. This clause applies only if data will be produced, furnished or acquired under this contract except contracts for basic aor applied research with universities or colleges.

18-52.227-70 New Technology (APR 1984). This clause only applies if this Contact is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

18-52.245-70 Acquisition of Existing Government Equipment (APR 1988).

18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (SEP 1987) –Alt I (SEPT 1987). Seller will submit annual reports to Buyer no later than October 15.

18-52.252-70 Compliance with NASA/FAR Supplement (APR 1984).

3. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-3, Cost Accounting Standards, incorporated by clause H001 is the version dated SEP 1987.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-5, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated SEP 1987.

(3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-6, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated SEP 1987.

4. The following prime contract special provisions apply to this purchase order:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any Department or other Federal Agency, during the performance of this Contract.

B. INSPECTION AND ACCEPTANCE (PC: E-1)

1. The place of final inspection and acceptance for the services and deliverable hardware, reports and Documentation called for under this contract shall be the George C. Marshall Space Flight Center, Alabama 35812, or for specific items, when so directed by the Buyer or his duly authorized representative, the Contractor's plant. Inspection and acceptance will be accomplished by the Buyer or his duly authorized representative.
2. In-process and end item inspection of the supplies and/or services to be delivered will be performed by the Buyer and Government inspectors designated by the Government, at the Contractor's plant(s), the designated places(s) of performance and/or other places of performance as approved by the Buyer.

C. QUALITY PROGRAM (PC: E-5)

The contractor shall maintain a Quality Assurance Program that will assure that all supplies and services provided under this contract meet quality levels consistent with industry accepted practices.

D. INFORMATION RELEASE AND PUBLICATIONS (PC: G-4)

No public release including those for news, advertising, information, technical or scientific purposes (except for a brief announcement of contract execution) relating to this contract and the work hereunder shall be issued by the Contractor or by any subcontractor without the prior written approval of the Buyer.

F. MANAGEMENT AND PROTECTION OF INFORMATION (PC: G-6)

1. It is anticipated that the Contractor will have access to, be furnished, or use the following types of recorded information:
 - a. Information of third parties with limited rights or restricted rights notices submitted to the Buyer or NASA or directly to the Contractor.
 - b. Information of third parties which the Buyer or NASA has agreed to handle under protective arrangements.
 - c. Private information about an individual.
 - d. Information which the Buyer or NASA intends to control the use and dissemination thereof.
2. In order to provide management appropriate for protecting such information, Contractor agrees with respect to such information to (a) use and disclose such information only to the extent necessary to perform the work required under the contract, with particular emphasis on restricting the information to those "need to know" employees, and (b) to establish the necessary procedures to preclude disclosure of such information outside the Contractor's organization, except in accordance with the prior written instruction of the Buyer or his representative.

G. MSFC – 52.204-90 CONTRACTOR EMPLOYEE REPORTING AND EMPLOYMENT TERMINATION CLEARANCE (NOV 1987) (PC: G-9)

1. It is anticipated that performance of the requirements of this contract/grant will require employee access to and picture badging by the MSFC. Contractor request for badging shall be submitted to the attention of the Buyer for completion and approval prior to staffing by the MSFC Security Division.
2. Within 30 days after the date of contract/grant effectivity, and each July 1 thereafter until the contract/grant is physically complete, the Contractor shall provide to the Buyer, a listing of current employees possessing MSFC issued picture badges. Upon physical contract/grant completion, a final report shall be submitted to the Buyer depicting final dispositioning of all issued badges by the MSFC Security Division.
3. The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.
4. Request for copies of MSFC Forms shall be directed to the Buyer.

H. INSURANCE REQUIREMENTS (PC: H-2)

1. Pursuant to the clause entitled "Insurance – Liability to Third Persons," the Contractor shall, as a minimum, obtain and maintain during the entire period of performance of this contract the following insurance:
 - a. Workmen's Compensation and Employer's Liability Insurance – Minimum Limit of \$100,000 per accident.
 - b. Comprehensive General Liability Insurance – Minimum limits of \$500,000 per occurrence.
 - c. Automobile Liability Insurance – Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 for property damage liability is required on each vehicle.
2. The minimum insurance amounts specified in paragraph 1 shall not include a deductible. Notwithstanding, if there is a deductible incorporated into the terms of the insurance policy, then the Buyer shall not be liable for the deductible, nor shall it be an allowable cost if paid by the Contractor.
3. Prior to the commencement of work hereunder, evidence of insurance shall be furnished in a form satisfactory to the Buyer. In addition, the Contractor shall furnish evidence of a commitment by the insurance company to notify the Buyer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation.

I. SAFETY AND HEALTH (PC: H-3)

1. All applicable Federal, as well as MSFC, regulation, plus any special precautions as may be required by the Buyer or the Government, with respect to accident prevention and safety, will be observed at all times.
2. The Contractor will furnish, within 10 days from the effective date of this contract, for the Buyer's approval, a safety and health plan encompassing all work to be performed.

J. OBSERVANCE OF REGULATIONS AND STANDARDS OF PERSONNEL COMPETENCY (PC: H-4)

1. In performing work onsite at MSFC, the Contractor shall be responsible for identification of all applicable regulations and procedures and compliance therewith.
2. The Contractor shall designate a Responsible Official who shall be available at all reasonable times to receive and execute, on behalf of the Contractor, such notices, directions, and instructions as the Buyer may issue under the terms of this contract.
3. The Contractor shall provide personnel competent to perform the work prescribed hereunder in a manner acceptable to the Buyer. All employees of the Contractor assigned to perform the work under this contract shall be under the control of the Contractor during the performance of such assignment.
4. The provisions of this paragraph shall be equally applicable to employees other than those of the Contractor to the extent that they may be assigned work under this contract, notwithstanding the basis of the assignment; e.g., subcontractor, volunteer.

5. In addition to the regulations and procedures identified elsewhere in this contract, the Contractor shall comply with the following regulations and procedures, and the latest revision thereto. This listing is not a complete listing and is not intended to relieve the Contractor of the obligation in Paragraph 1., above.

<u>Procedures</u>	<u>Title</u>
MMI 1820.1	MSFC Hearing Conservation Program
MMI 1840.1	Environmental Health Service
MMI 1845.1	MSFC Hazard Communications Program
MMI 1860.2	Radiological Control Manual
MMI 1860.3	Control of Hazards from Lasar Raiation
MMI 1860.4	Reporting requirements for Minor Radioactive Sources
MMI 1420.1	MSFC Forms Management Program
MMI 1551.4	Mail Management
MMI 1810.1	Occupational Medicine Program
MMI 1810.3	Respiratory Protection Program
MMI 2630.1	Photographic Services
MMI 1150.1	MSFC Committee Manual
MMI 1394.1	Audio/Visual Production
MMI 4000.1	Property Management Manual: Paragraphs 201, 401, and 402
MMI 1620.4	Registration of Privately-Owned or Leased Motor Vehicles
MMI 1600.2	MSFC Traffic Regulations
MMI 1620.1	Lock & Key System
MMI 6730.2	Vehicle Authorization, Acquisition, Justification, Operation and Control
MMI 6400.2B	Packaging, Handling, and Moving Program Critical Hardware

K. LIABILITY FOR GOVERNMENT – OWNED PROPERTY (PC-H5)

In the event that any of the Contractor’s employees are authorized or required to perform work on any Government – owned property (other than “Government – Furnished Property” as defined in the Government Property clause of this contract) in connection with the performance of work under this contract, the Contractor will be held responsible for said property, to the same extent and in the same manner as is described in the clause of this contract entitled “Government Property”.

L. PERMITS AND LICENSES (PC: H-6)

The Contractor shall obtain, and keep effective, all permits and licenses required as of the date of this contract for performance in accordance with the terms of this contract. Such permits and licenses shall include, but not be limited to, those required by the Federal, State, or Local Government authorities, or Sub-division thereof, of any other duly constituted public authority. Further, the Contractor shall comply with all applicable laws, regulations and ordinances.

M. POTENTIALLY HAZARDOUS ITEM (PC: H-7)

1. Pursuant to the clause of this contract entitled “Potentially Hazardous Items,” the following item(s) are designated as potentially hazardous:

Acetone (Syn)
Ammonia

Methyl Ethyl Ketone
Nitrogen Tetroxide

Catalyst #9	Perchloroethylene
Polyethylene Amines	Scotch Grip Gasket Adhesive
Humiseal 1B31	Thermalbond Epoxy
Hydrochloric Acid	Trichloroethylene
Lithium Hydroxide	

- Said clause shall apply only to those items listed above for which the Contractor has design responsibility. However, the Contractor's systems and procedures for handling the above listed items will reflect either the design information furnished by the Buyer or the Government as Government Furnished Property for items provided by the Buyer, the Government or furnished by the Contractor for items supplied by the Contractor.

N. RESTORATION OF PREMISES (PC: H-9)

The Contractor covenants and agrees upon expiration or termination of this contract, that the Contractor shall return the premises/facilities to MSFC in good order and condition. The facilities shall be returned with their full functional and performance capability existing on the beginning date of this contract, approved changes and modifications thereto and reasonable wear and tear excepted, unless otherwise expressly relieved from this requirement. Projects and/or improvements that have been completed and accepted will not be removed except as directed by the Buyer.

O. FIRE PREVENTION AND PROTECTION (PC: H-10)

The Contractor shall comply with all fire prevention measures prescribed in the installation regulation, MMI 1700.1C, a copy of which is on file in the office of the Government Contracting Officer. Permission shall be obtained from the installation fire chief for use of open flame devices, such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment, in, on or within 25 feet of buildings. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

P. ACCIDENTS (PC: H-11)

In the event of an industrial type on-site accident resulting in serious or fatal injury to a Contractor employee or employees, the following procedures will be followed:

- Notify by the quickest means possible the Medical Ambulance Service and Medical Team (Telephone 112 or for nonemergency 544-2390).
- Notify the Safety Office (Telephone 544-0044).
- Advise the Buyer.

All provisions of MMI 1711.2 will be complied with in order that necessary follow-up can be accomplished.

Q. INJURY REPORTING (PC: H-12)

A copy of the report on each job related injury shall be provided to the Buyer for forwarding through the Chief, Construction Management, to the Safety Office. This report should be made on MSFC Form 666. The estimated absence in days, if any, by the employee due to the injury should be included in the report.

R. HOURS OF WORK – CONSTRUCTION (PC: H-13)

Normal duty hours during which may be performed are from 7:00 a.m. to 4:00 p.m., Monday through Friday. If the Contractor desires to work outside of the normal duty hours or on Saturday, Sunday, or holidays, approval shall be requested from the Buyer, and allow ample time to enable satisfactory arrangements to be made by the Buyer for inspecting the work in progress.

S. NFS 18-52.204-73 OBSERVANCE OF LEGAL HOLIDAY (SEP 1987) – ALT I (SEP 1987)

(1) The on-site Government personnel observe the listed days as holidays:

New Year's Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Washington's Birthday

Veteran's Day

Memorial Day

Independence Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive Order, or the President's proclamation.

(2) When any days falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance, or entitlement of compensation except as set forth within the contract.

T. MSFC – 52.223-90 ASBESTOS MATERIAL (JUL 1988)

During performance of this contract, contractor personnel performing work in MSFC buildings may come in contact with materials containing Asbestos. Some MSFC buildings may contain a sprayed on fire insulation on or above the ceiling and usually located on the metal or concrete structure of the buildings. Prior to disturbing this material in any manner, contact the Buyer who will make arrangements to have representatives of the Environmental Health Office, an office within the MSFC Medical Center, who must contain asbestos insulation on piping and lagging. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

U. NFS 18-52.225-71 NONDOMESTIC CONSTRUCTION MAATERIALS (APR 1984)

The requirements of the clause entitled "Buy American Act – Construction Materials" do not apply to construction materials or their components as set forth below:

[None listed. The requirements of the clause entitled "Buy American Act – Construction" apply to all materials and their components.]