

Common Terms and Conditions Guide
Section 5 – Government Contract Requirements

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NAS1-20341

- (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 (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.
 - (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. 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) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
 - (7) 52.215-2 Audit and Records -- Negotiation (OCT 1995). 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.
 - (8) 52.215-22 Price Reduction For Defective Cost or Pricing Data (OCT 1995). This clause applies only if this contract exceeds \$500,000. In subdivision (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

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"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."

- (9) 52.215-24 Subcontractor Cost or Pricing Data (OCT 1995). This clause applies only if this contract exceeds \$500,000. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."
- (10) 52.215-26 Integrity of Unit Prices (OCT 1995) [excluding paragraph (c)]
- (11) 52.215-27 Termination of Defined Benefit Pension Plans (MAR 1996). 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.
- (12) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (MAR 1996). 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.
- (13) 52.215-40 Notification of Ownership Changes (FEB 1995). 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.
- (14) 52.219-8 Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (OCT 1995)
- (15) 52.219-9 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (OCT 1995). 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) 52.222-1 Notice to the Government of Labor Disputes (APR 1984). "Contracting Officer" shall mean Buyer.

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- (17) 52.222-2 Payment of Overtime Premiums (JUL 1990). The word "zero" is inserted in the blank space indicated by an asterisk.
- (18) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. 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.
- (19) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (20) 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.
- (21) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (22) 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.
- (23) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (24) 52.223-14 Toxic Chemical Release Reporting (OCT 1995) [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.
- (25) 52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
- (26) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (APR 1984)
- (27) 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.
- (28) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 84). This clause applies only if this contract will involve access to classified information.
- (29) 52.227-11 Patent Rights – Retention by the Contractor (Short Form) (JUN 1989). This clause applies only if this contract is for experimental,

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developmental, or research work and Seller is a small business or nonprofit organization.

- (30) 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.
- (31) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.
- (32) 52.230-5 Administration of Cost Accounting Standards (FEB 1995). This clause applies only if clause 3050 or 3051 is incorporated in this contract. Add "Buyer and the" before "Contracting Officer" in paragraph (f).
- (33) 52.244-5 Competition in Subcontracting (DEC 1996)
- (34) 52.245-2 Government Property (DEC 1989)
- (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 I (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 Subcontracting Reporting (OCT 1995). This clause applies only if this contract exceeds \$500,000 and Seller is not a Small Business concern
 - (4) 18-52.219-76 NASA 8 Percent Goal (JUL 1991). This clause applies only if Seller is not a small business.
 - (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) 18-52.227-70 New Technology (JUL 1995). This clause applies only if this contract is for experimental, developmental or research work and Seller is not a small business or nonprofit organization.
 - (7) 18-52.227-72 Designation of New Technology Representative and Patent Representative (APR 1984). Insert in paragraph (a): New Technology Representative, Office Code 200, NASA, Langley Research Center, Hampton

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VA 23681-0001; Patent Representative, Office Code 143, NASA, Langley Research Center, Hampton VA 23681-0001.

- (8) 18-52.242-72 Observance of Legal Holidays (AUG 1982). This clause applies only if this contract requires Seller to work on a Government facility.
 - (9) 18-52.242.73 NASA Contractor Financial Management Reporting (APR 1994). 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.
 - (10) 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.
 - (11) 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.
 - (12) 18-52.245-73 Financial Reporting of Government-Owned/Contractor-Held Property (JUL 1994), Alternate I (MAR 1989). Seller will submit monthly reports to Buyer no later than the 15th of the month following the month being reported.
- (c) Cost Accounting Standards
- (1) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause 3050 is the version dated April 1996.
 - (2) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause 3051 is the version dated April 1996.
- (d) Security Program/Foreign National Employee Investigative Requirements. This clause applies only if Seller employs foreign nationals that will work at Langley Research Center.

Prior to reporting to Langley Research Center (LaRC) to perform work under this contract, each foreign national shall have approval for access to LaRC facilities from NASA Headquarters, International Relations Division (Code XID). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each

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foreign national contractor prior to reporting to LaRC to perform under this contract. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card shall be submitted to the LaRC Security Office, Mail Stop 182, for each foreign national contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a foreign national to work on LaRC, an escort request may be considered by the LaRC Chief of Security.