



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 91M (8/23/01)

NRO000-01-C-0263

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) 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 97). This clause applies to this contract if Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. Seller shall indemnify Buyer for any and all losses suffered by Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
- (4) 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.
- (5) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
- (6) 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."
- (7) 52.215-2 Audit and Records -- Negotiation (AUG 1996). 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) 52.215-15 Pension Adjustments and Asset Reversions (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 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.

(9) 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.

(10) 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.

(11) 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).

(12) 52.222-1 Notice to the Government of Labor Disputes (OCT 1997). "Contracting Officer" shall mean Buyer.

(13) 52.222-2 Payment for Overtime Premiums (JUL 1990)

(14) 52.222-20 Walsh-Healey Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

(15) 52.222-26 Equal Opportunity (FEB 1999) [subparagraphs (b)(1) through (11)]

(16) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]. Paragraph (b)(1) is modified by adding the following: "(Note: It shall not be a violation of E.O. 11246 for a contractor to extend a publicly announced preference to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).)" The second sentence in paragraph (b)(7) is modified to read as follows: "The Contractor shall, within 30 days following the award, file Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award."

(17) 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.

(18) 52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$10,000.

(19) 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998). This clause applies only if this contract is for \$10,000 or more.

(20) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(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) 52.225-11 Restrictions on Certain Foreign Purchases (AUG 1998))

(23) 52.227-1 Authorization and Consent (JUL 1995)

(24) 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.

(25) 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.

(26) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(27) 52.244-5 Competition in Subcontracting (DEC 1996)

(28) 52.245-2 Government Property (DEC 1989)

(29) 52.247-63 Preference for U.S. - Flag Air Carriers (JAN 1997). This clause applies only if this contract may involve international air transportation.

(b) The following contract clauses are incorporated by reference from the NRO Acquisition Manual and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

(1) N52.203-003 Special Prohibition on Employment (JUN 1997) [excluding paragraph (g)]. This clause applies only if this contract exceeds \$100,000 and is not for commercial items or components.

(2) N52.203-004 Personal Conduct (APR 1997). This clause applies only if this contract requires Seller to work at the Government's work site.

(3) N52.204-002 Contractor Personnel (MAR 1996). This clause applies only if this contract requires Seller to work at the Government's work site. Information required by this clause can be submitted to Buyer's Authorized Procurement Representative.

(4) N52.204-003 Special Notification and Approval Requirements (Jul 1996)

(5) N52.209-001 Acquisition From Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty (MAR 1996). This clause applies only if this contract exceeds \$100,000 and is not for commercial items.

(6) 52.209-8 Organizational Conflict of Interest: General (MAR 1996)

(7) N52.211-004 Usage of the Metric System of Measurement (SI) (MAR 1996)

(8) N52.211-007 NRO Standards Document Compliance (MAY 2000)

(9) N52.219-001 Utilization of Small Business and Small Disadvantaged Business Concerns (MAR 1996)

(10) N52.219-002 Small and Small Disadvantaged Business Subcontracting Plan (SEP 1996). 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.

(11) N52.223-005 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (OCT 1997). Toxic and hazardous materials authorized for use in the performance of this contract: NONE.

(12) N52.223-006 Contractor Compliance With Environmental Occupational Safety and Health and System Safety Requirements (OCT 1997)

(13) N52.227-015 Rights in Technical Data - Noncommercial Items (MAR 1996) (DFARS 252.227-7013). This clause applies only if the delivery of technical data is required or where computer software may be originated, developed or delivered under this contract.

(14) N52.227-017 Validation of Restrictive Markings on Technical Data (DEC 1999) (DFARS 252.227-7037). This clause applies only if the delivery of technical data is required under this contract.

(15) N52.227-021 Rights in Bid or Proposal Information (MAR 1996) (DFARS 252.227-7016)

(16) N52.227-022 Technical Data - Withholding of Payment (MAR 1996) (DFARS 252.227-7030). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

(17) N52.227-023 Certification of Technical Data Conformity (JAN 1997) (DFARS 252.227-7036). This clause applies only if the delivery of technical data is required under this contract.

(18) N52.227-025 Deferred Ordering of Technical Data or Computer Software (MAR 1996)(DFARS 252.227-7027). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

(19) N52.227-033 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAR 1996) (DFARS 252.227-7014). This clause applies only if this contract requires Seller to provide noncommercial computer software or noncommercial computer software documentation to Buyer for delivery to the Government.

(20) N52.227-035 Validation of Asserted Restrictions: Computer Software (MAR 1996) (DFARS 252.227-7019). This clause applies only if this contract requires Seller to provide computer software to Buyer for delivery to the Government.

(21) N52.228-003 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (MAR 1996) (DFARS 252.228-7005)

(22) N52.228-004 Insurance (SEP 1996)

(23) N52.231-001 Supplemental Cost Principles (MAR 1996)

(24) N52.245-004 Special Test Equipment - Right to Title (Fixed Price Contracts) (SEP 1996)

(25) N52.246-007 Warranty of Data (MAR 1996) (DFARS 252.246-7001). In this clause, "Government" and "Contracting Officer" shall mean Buyer. The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data.

(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 Accounting Practices" 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 29, 2001."

(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)."