



Section 9 : GOVERNMENT CONTRACT REQUIREMENTS

CLAUSE 954 (10/01/96)

NAS9-19398

MICROBIAL PHYSIOLOGY

FLIGHT EXPERIMENT (MPFE) PROGRAM

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 (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). This clause applies only if this contract exceeds \$100,000.
- (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) 52.210-5 New Material (MAY 1995). "Contracting Officer" shall mean Buyer.
- (7) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (8) 52.215-1 Examination of Records by Comptroller General (JUL 1995). This clause applies only if this contract exceeds \$100,000.

- (9) 52.215-2 Audit -- Negotiation (OCT 1995). This clause applies only if this contract exceeds \$100,000.
- (10) 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 and 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) 52.215-39 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 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) 52.215-40 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.
- (13) 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1995)
- (14) 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 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.
- (15) 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- (16) 52.220-3 Utilization of Labor Surplus Area Concerns (JUL 1995)
- (17) 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984). This clause applies only if this contract exceeds \$500,000.
- (18) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (19) 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.
- (20) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (21) 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.
- (22) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.
- (23) 52.225-3 Buy American Act -- Supplies (JAN 1994)
- (24) 52.225-11 Restrictions on Certain Purchases (APR 1991)
- (25) 52.227-1 Authorization and Consent (JUL 1995), Alternate I (JUL 1995)

(26) 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.

(27) 52.227-14 Rights in Data -- General (JUN 1987), as modified by NASA FAR Supplement 18-52.227-14, and Alternate IV (JUN 1987). This clause applies only if data will be produced, furnished, or required under this contract.

(28) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(29) 52.244-5 Competition in Subcontracting (APR 1984)

(30) 52.245-2 Government Property (DEC 1989)

(31) 52.246-23 Limitation of Liability (APR 1984)

(32) 52.253-1 Computer Generated Forms (JAN 1991)

(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) 18-52.208-81 Restrictions on Printing and Duplicating (AUG 1993)

(2) 18-52.210-75 Packaging and Marking (SEP 1990), Alternate I (SEP 1990). With regard to paragraph (f) of the referenced clause, the following item is identified for space flight use: Flight Experiment entitled "Effects of Microgravity on Microbial Physiology."

(3) 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.

(4) 18-52.228-72 Interparty Waiver of Liability During STS Operations (SEP 1993)

(5) 18-52.235-70 Center for Aerospace Information (NOV 1992)

(6) 18-52.242-73 NASA Contractor Financial Management Reporting (APR 1994). This clause applies only if this contract is \$500,000 or more but less than \$1,000,000 and has a period of performance of one year or more OR if this contract is \$1,000,000 or more regardless of the period of performance. Required reports will be submitted to Buyer's authorized purchasing representative.

(7) 18-52.245-70 Acquisition of Centrally Reportable Equipment (MAR 1989) [excluding paragraph (b)(3)]. In this clause, "Contracting Officer" shall mean Buyer. Seller will report to Buyer 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 Buyer 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.

(c) Designation of New Technology Representative and Patent Representative

(1) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Technology Transfer and

Representative Commercialization Office

NASA Johnson Space Ctr.

Mail Code HA

Houston, TX 77058

Patent Patent Office

Representative NASA Johnson Space Ctr.

Mail Code HA

Houston, TX 77058

(2) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 18-27.375-3 of the NASA FAR Supplement.

(d) 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.

(e) Manned Space Flight Item

For use in manned space flight, materials, manufacturing, and workmanship of highest quality standards are essential to astronaut safety.

If you are able to supply the desired item with a quality which is higher than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of Buyer.

(The preceding statement shall be incorporated in all subcontracts, at any tier, and regardless of amount.)

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