

folder:

NNG07DA01C

file.

NNG07DA01C Basic Information  
Technology Services Support SENP Basic

SCAN

|   |  |   |        |   |
|---|--|---|--------|---|
| <b>AWARD/CONTRACT</b>   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)   | RATING | PAGE OF PAGES<br>1 of 58                                  |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>NNG07DA01C  |  | 3. EFFECTIVE DATE<br>See Block 20C  |        | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>4200154787 |
| 5. ISSUED BY<br>NASA/Goddard Space Flight Center<br>Procurement Operations Division<br>Greenbelt MD 20771 |  | 6. ADMINISTERED BY (If other than Item 5)<br>NASA/Goddard Space Flight Center<br>Procurement Operations Division<br>LaShawn K. Davis<br>Mail Stop 201.4<br>Greenbelt MD 20771 |        |   |

|  |  |  |
|--|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)<br>BEACON ASSOCIATES INC<br>900A S MN ST STE 102<br>BEL AIR MD 21014-5473 |  | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
|  |  | 9. DISCOUNT FOR PROMPT PAYMENT<br>NT30   |
|  |  | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN                        |

|   |   |
|---|---|
| 11. SHIP TO/MARK FOR<br>NASA/Goddard Space Flight Center<br>8800 Greenbelt Road<br>Greenbelt MD 20771 | 12. PAYMENT WILL BE MADE BY<br>NASA/Goddard Space Flight Center<br>Cost and Commercial Accounts Depart<br>Code 155/B-17, S240<br>Greenbelt MD 20771 |
|---|---|

|   |                        |   |           |                 |                |
|---|------------------------|---|-----------|-----------------|----------------|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( ) |                        | 14. ACCOUNTING AND APPROPRIATION DATA<br>See Schedule |           |                 |                |
| 15A. ITEM NO  | 15B. SUPPLIES/SERVICES | 15C. QUANTITY   | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT    |
| Continued   |                        |   |           |                 |                |
| 15G. TOTAL AMOUNT OF CONTRACT   |                        |   |           |                 | \$3,000,000.00 |

| (X)                   | SEC. | DESCRIPTION                           | PAGE(S) | (X)  | SEC.   | DESCRIPTION         | PAGE(S) |
|-----------------------|------|---------------------------------------|---------|--|--|---------------------|---------|
| PART I - THE SCHEDULE |      |                                       |         | PART II - CONTRACT CLAUSES                               |  |                     |         |
| X                     | A    | SOLICITATION/CONTRACT FORM            | 1       | X  | I  | CONTRACT CLAUSES    | 45-57   |
| X                     | B    | SUPPLIES OR SERVICES AND PRICES/COSTS | 3-12    | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |  |                     |         |
| X                     | C    | DESCRIPTION/SPECS./WORK STATEMENT     | 13      | X  | J  | LIST OF ATTACHMENTS | 58      |
| X                     | D    | PACKAGING AND MARKING                 | 14      | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |  |                     |         |
| X                     | E    | INSPECTION AND ACCEPTANCE             | 15-16   | K  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |                     |         |
| X                     | F    | DELIVERIES OR PERFORMANCE             | 17-19   | L  | INSTRS., CONDS. AND NOTICES TO OFFERORS                          |                     |         |
| X                     | G    | CONTRACT ADMINISTRATION DATA          | 20-33   | M  | EVALUATION FACTORS FOR AWARD                                     |                     |         |
| X                     | H    | SPECIAL CONTRACT REQUIREMENTS         | 34-42   |  |  |                     |         |

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

|  |  |  |  |
|--|--|--|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |  | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |  |
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br>Carol Applegate, President  |  | 20A. NAME OF CONTRACTING OFFICER<br>Geoffrey Sage  |  |
| 19B. NAME OF CONTRACTOR<br>BY Carol Applegate<br>(Signature of person authorized to sign)  |  | 20B. UNITED STATES OF AMERICA<br>BY [Signature]<br>(Signature of the Contracting Officer)  |  |
| 19C. DATE SIGNED<br>12/1/06  |  | 20C. DATE SIGNED<br>12/01/2006   |  |

**FILE COPY**

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNG07DA01C

PAGE OF  
2 58

NAME OF OFFEROR OR CONTRACTOR  
BEACON ASSOCIATES INC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | INCO TERMS 1: FOB INCO TERMS 2: Destination<br>Accounting Info:<br>0000517040/6100.2520/51/FC000000/991564.01.01/0100<br>007711/001/2520/51-991564/WCFX04546R/541B/1/43<br>Cost Center: 0000517040 GI Account: 6100.2520<br>Order: FC000000 WBS Element1: 991564.01.01<br>Earmarked Funds: 0100007711 Item Number: 001<br>Commitment Item: 2520 Funds Center: 51-991564<br>Fund: WCFX04546R Functional Area: 541B<br><br>NASA SEWP 8(a) award: Business Information<br>Technology Services Support: Financial Systems<br>Administration, Financial Reports and Data<br>Analysis, Customer Outreach, and Business<br>Management services in support of SEWP Program in<br>accordance with the Statement of Work (Attachment<br>A). |                 |             |                   |               |
| 001             | Business Information Technology Services Support<br>NASA SEWP 8(a) Award<br>Award Type: Cost-plus-fixed-fee<br>Total Estimated Cost: \$2,752,294.00<br>Fixed Fee: \$247,706.00<br>Term Form<br>Incrementally Funded Amount: \$175,000.00  |                 |             |                   | 3,000,000.00  |

**INDEX OF CLAUSES FOR NNG07DA01C**

**SECTION B--SUPPLIES OR SERVICES AND PRICE/COST**

B. 1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988) ..... 4  
B. 2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (GSFC 52.216-90) (JUL 2006) ..... 5  
B. 3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (JUL 2006) ..... 6  
B. 4 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (JUL 2006) ..... 6  
B. 5 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005) ..... 7  
B. 6 ORDERING (52.216-18) (OCT 1995) ..... 8  
B. 7 ORDER LIMITATIONS (52.216-19) (OCT 1995) ..... 8  
B. 8 INDEFINITE QUANTITY (52.216-22) (OCT 1995) ..... 9  
B. 9 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990) ..... 10  
B.10 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991) ..... 11  
B.11 CONTRACT FUNDING (1852.232-81) (JUN 1990) ..... 11

**SECTION C--DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

C. 1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991) ..... 12

**SECTION D--RESERVED**

**SECTION E--INSPECTION AND ACCEPTANCE**

E. 1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989) ..... 14  
E. 2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988) ..... 14  
E. 3 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984) ..... 14

**SECTION F--DELIVERIES OR PERFORMANCE**

F. 1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988) ..... 16  
F. 2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUN 2006) ..... 16  
F. 3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984) 17

**SECTION G--CONTRACT ADMINISTRATION DATA**

G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (FEB 2004) ..... 19  
G. 2 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96) (JULY 2004) ..... 20  
G. 3 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998) ..... 21  
G. 4 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988) ..... 21  
G. 5 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87) (MAR 1998) ... 21  
G. 6 TECHNICAL DIRECTION (1852.242-70) (SEP 1993) ..... 22  
G. 7 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (NOV 2004) ..... 24  
G. 8 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004) ..... 25

**INDEX OF CLAUSES FOR NNG07DA01C**

G. 9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (NOV 2004)-ALTERNATE I (NOV 2004) ..... 26  
G.10 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (1852.245-77) (JUL 1997) ..... 28  
G.11 CONTRACTOR REQUESTS FOR GOVERNMENT OWNED EQUIPMENT (1852.245-70) (JUL 1997) ..... 30  
G.12 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY(GSFC 52.245-93) (JUL 2006) ..... 31

**SECTION H--SPECIAL CONTRACT REQUIREMENTS**

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE..... 33  
H. 2 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004) ..... 33  
H. 3 ONSITE CONTRACTOR PERSONNEL--IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2006) ..... 34  
H. 4 GOVERNMENT PREMISES--PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006) ..... 35  
H. 5 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999) ..... 37  
H. 6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2005) ..... 37  
H. 7 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)..... 37  
H. 8 EXPORT LICENSES (1852.225-70) (FEB 2000)..... 39  
H. 9 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)..... 40  
H.10 Release of Sensitive Information (1852.237-73) (JUNE 2005).... 41

**SECTION I--CONTRACT CLAUSES**

I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE..... 44  
I. 2 SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB 1990) (DEVIATION) ..... 47  
I. 3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)..... 48  
I. 4 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) ..... 48  
I. 5 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)... 51  
I. 6 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (FEB 2006)..... 52  
I. 7 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)..... 53  
I. 8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)..... 53  
I.09 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)..... 54  
I.10 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)..... 55  
I.11 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)..... 56

**SECTION J--LIST OF ATTACHMENTS**

J. 1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)..... 57

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)**

The Contractor shall perform and/or deliver the following:

| <b>Item</b> | <b>Description</b>  | <b>Reference</b>                                   | <b>Schedule</b>                             |
|-------------|---|--|---|
| 1           | Statement of Work Requirements                                    | Clause C.1 & J.A                                   | As Required                                 |
| 2           | NASA Financial Management Reports                                 | Clauses G.1, G.7, & J.B                            | Monthly and Quarterly                       |
| 3           | DD Form 1149  | Clause G.8   | As Required                                 |
| 4           | Safety & Health Reporting   | Clause H.1 Clause 1852.223-70, & Clauses H.2 & H.6 | As required                                 |
| 5           | GSFC Form 24-27 (LISTS Form) & NASA Form 531 (Name Check Request) | Clause H.3   | As Required                                 |
| 6           | LISTS Report  | Clause H.3   | Monthly                                     |
| 7           | NASA Incident Reporting Information System                        | Clause H.4   | Monthly                                     |
| 8           | Task Order Procedures   | Clause H.7   | As specified in each Task Order             |
| 9           | VETS 100 Reporting  | Clause I.1 (52.222-37)                             | Annually                                    |
| 10          | Insurance Notification  | Clause I.1, 52.228-7 & I.13                        | As required                                 |
| 11          | Subcontract Notification  | See Clause I.1 (52.244-2, Alt. I)                  | 30 days prior to subcontract award date     |
| 12          | IT Security Plan  | See Clause I.1 (1852.204-76)                       | 30 days after contract award                |
| 13          | DD Form 254   | Clause I.9   | As Required                                 |
| 14          | Monthly and Annual Progress Reports                               | SOW Section 3.6                                    | 15 <sup>th</sup> calendar day of each month |
| 15          | Working Capital Fund Report                                       | SOW Section 4.3.1                                  | As Required                                 |

(End of clause)

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)(GSFC 52.216-90) (JUL 2006)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$10,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$3,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed %0 of the original maximum amount.

(End of clause)

SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS

**B. 3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (JUL 2006)**

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Section J, Attachment C, to calculate the proposed estimated costs for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of clause)

**B. 4 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (JUL 2006)**

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the (1) indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

| Indirect | Base of | Percentage |
|----------|---------|------------|
|----------|---------|------------|

\*CFY (Contractor Fiscal Year) = June to July  
(month) (month)

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

***B. 5 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)***

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date  
Projected cost to completion

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

Total cost at completion  
Current negotiated estimated cost  
Requested increase in estimated cost

(2) The "projected cost to completion" shall consist of the following "other than cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**B. 6 ORDERING (52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of this contract through a three (3) year period afterwards (the effective ordering period).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**B. 7 ORDER LIMITATIONS (52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$3,000,000;

(2) Any order for a combination of items in excess of \$3,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**B. 8 INDEFINITE QUANTITY (52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after last date of last item to be delivered in the delivery schedule.

(End of clause)

**B. 9 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

**SECTION B OF NNG07DA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

***B.10 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991)***

The estimated cost of this contract is \$2,752,294 exclusive of the fixed fee of 247,706. The total estimated cost and fixed fee is 3,000,000.

(End of clause)

***B.11 CONTRACT FUNDING (1852.232-81) (JUN 1990)***

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$158,945 per PR#4200154787. This allotment is for \$175,000 and covers the following estimated period of performance: June 30, 2007

(b) An additional amount of \$ 16,055 is obligated under this contract for payment of fee.

(End of clause)

**SECTION C OF NNG07DA01C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

***C. 1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)***

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in Section B of this contract in accordance with the Statement of Work (Section J, Attachment A) and task orders issued hereunder.

(End of clause)

**SECTION D OF NNG07DA01C  
PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E OF NNG07DA01C  
INSPECTION AND ACCEPTANCE**

**E. 1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)**

The Contracting Officer or authorized representative will accomplish acceptance at NASA Goddard Space Flight Center.. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

**E. 2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E. 3 INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5) (APR 1984)**

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

**SECTION E OF NNG07DA01C  
INSPECTION AND ACCEPTANCE**

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

**SECTION F OF NNG07DA01C  
DELIVERIES OR PERFORMANCE**

**F. 1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)**

The services specified by this contact shall be performed at the following location(s): Areospace Building, 102010 Greenbelt, Maryland.

(End of clause)

**F. 2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94)  
(JUN 2006)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for:

|                                 |          |
|---------------------------------|----------|
| Technical Officer Joanne Woytek | Code 704 |
| Building Aerospace Building     | Room 200 |
| Contract No. NNG07DA01C         |          |
| Item(s) No.                     |          |

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If this is a fixed price type contract, delivery--for purposes of the Prompt Payment Act--must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to other than Receiving, Building 16W, Code 279, and shipment to that other location has not been authorized by the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result. Shipment to other than Receiving, Building 16W, Code 279, will be construed as contract noncompliance.

(End of clause)

**SECTION F OF NNG07DA01C  
DELIVERIES OR PERFORMANCE**

**F. 3 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

**SECTION F OF NNG07DA01C  
DELIVERIES OR PERFORMANCE**

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

**G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2004)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2D, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2D permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are required. The reporting structure shall be in accordance with Attachment B of Section J of this contract.

(2) As stated in NPR 9501.2D, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer: LaShawn K. Davis  
Code 210.4  
E-Mail: LaShawn.K.Davis@nasa.gov

Contracting Officer's Technical Representative: Joanne Woytek  
Code 704  
E-Mail: Joanne.R.Woytek@nasa.gov

Resources Analyst: Patrick Logan Code 704  
E-Mail: Patrick.D.Logan@nasa.gov

Regional Finance Office Cost Team, Code 155  
E-Mail: [rfocateam@listserv.gsfc.nasa.gov](mailto:rfocateam@listserv.gsfc.nasa.gov)

Administrative Contracting Officer (if delegated)

(c) Web sites. (1) NPR 9501.2D, "NASA Contractor Financial Management Reporting":

[http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal\\_ID=N\\_PR\\_9501\\_002D  
&page\\_name=main](http://nodis3.gsfc.nasa.gov/displayDir.cfm?Internal_ID=N_PR_9501_002D&page_name=main)

(2) NF 533 Tutorial: (for training purposes only)

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

<http://cfo.gsfc.nasa.gov/nf533/nf533.htm>

(End of clause)

**G. 2 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE (GSFC 52.245-96)(JULY 2004)**

(a) Performance of this contract requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that paragraph (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment".

GSFC clause 52.245-92, "Repair or Replacement of Government Property--Special Conditions", if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(d) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

NASA FAR Supplement clause 1852.245-77, "List of Installation-Accountable Property and Services".

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

**G. 3 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

**G. 4 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)**

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

**G. 5 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Cost and Commercial Accounts Department  
Code 155  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

Defense Contract Audit Agency  
8441 Belair Road, Suite 102  
Baltimore, MD 21236

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G. 6 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor

**SECTION G OF NNG07DA01C**  
**CONTRACT ADMINISTRATION DATA**

that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

(e) A failure of the Contractor and the Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**G. 7 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING  
(1852.242-73) (NOV 2004)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedural Requirements (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

**G. 8 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(1852.245-71) (NOV 2004)**

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities:

(1) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

(2) Identify Government property equipment that is no longer considered necessary for performance of the contract.

(3) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

(4) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

(5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(6) Ensure that Government property is protected and conserved.

The Contractor shall establish and adhere to a system of written procedures for compliance with the user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

(b) (1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

**G. 9 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(1852.245-71) (NOV 2004)—ALTERNATE I (NOV 2004)**

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made

**SECTION G OF NNG07DA01C**  
**CONTRACT ADMINISTRATION DATA**

available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities:

(1) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

(2) Identify Government property equipment that is no longer considered necessary for performance of the contract.

(3) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

(4) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

(5) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

(6) Ensure that Government property is protected and conserved.

The Contractor shall establish and adhere to a system of written procedures for compliance with the user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

**SECTION G OF NNG07DA01C**  
**CONTRACT ADMINISTRATION DATA**

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

**G.10 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES  
(1852.245-77) (JUL 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

**SECTION G OF NNG07DA01C**  
**CONTRACT ADMINISTRATION DATA**

(1) Equipment to be made available is listed in Section J, Attachment D [Insert attachment number or "not applicable" if no equipment is provided]. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: Aerospace Building

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA

**G.11 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT**

**(1852.245-70) (JUL 1997)**

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b) (1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

**SECTION G OF NNG07DA01C  
CONTRACT ADMINISTRATION DATA**

**G.12 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT  
PROPERTY (GSFC 52.245-93) (JUL 2006)**

Refer to subparagraph (b)(3) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of \$5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than \$5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1E and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through the NASA Equipment Management System (NEMS) in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into NEMS. A copy of the GSFC Form 20-4, shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition

**SECTION G OF NNG07DA01C**  
**CONTRACT ADMINISTRATION DATA**

value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's or on other forms shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the Contractor maintains a stock inventory of installation accountable Government property with a minimum average value of \$75,000, the Contractor shall comply with NPR 4100.1D. The Contractor shall submit a monthly NASA Form 1489, Analysis of Inventory Report, and a NASA Form 1324, Semi-Annual Report of Personal Property Management Operations (for which periods end March 31 and September 30) within 5 working days of the end of the reporting periods. These reports shall be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer.

(End of clause)

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

**H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE**

- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
- (1852.223-70) SAFETY AND HEALTH (APR 2002)
- (1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II  
(OCT 2000)

(End of By Reference Section)

**H.2 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

**H. 3 ONSITE CONTRACTOR PERSONNEL—IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2006)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 6 described in Attachment G, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment G for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment G for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated LIST representative within 15 calendar days after award of this contract. The GSFC maintained LISTS contains work and home location and contact information for personnel that have permanent NASA/GSFC PIV cards. The Contractor may contact the LISTS Manager, Tel 301-286-2306 for assistance regarding LISTS.

(c) For each contract employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form. The form is available from GSFC Stores Stock or online via NASA and GSFC systems <<http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp>>. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for subsequent data entry into the LISTS.

(d) The Contractor shall submit an annotated LISTS Report each month. The GSFC LISTS Manager will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;

(2) Make handwritten changes to any other incorrect data.

The annotated LISTS Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LISTS Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

**H. 4 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)**

(a) (1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be

**SECTION H OF NNG07DA01C**  
**SPECIAL CONTRACT REQUIREMENTS**

necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines  
<<http://internal.gsfc.nasa.gov/directives/security.html>>
- (2) GMI 1152.9, Facilities Coordination Committee
- (3) GPR 1600.1, GSFC Security Manual
- (4) GPR 1700.1, Occupational Safety Program
- (5) GPR 1700.2, Chemical Hygiene Plan
- (6) GPR 1800.1, GSFC Smoking Guidelines
- (7) GPR 1800.2, Occupational Health Program
- (8) GPR 1860.1, Ionizing Radiation Protection
- (9) GPR 1860.2, Laser Radiation Protection
- (10) GPR 1860.3, Radio Frequency Radiation Safety
- (11) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (12) GPR 2570.1, Radio Frequency Equipment Licensing
- (13) GPD 8500.1, Environmental Program Management
- (14) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (15) GPD 8715.1, GSFC Safety Policy
- (16) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

**H. 5 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)**

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H. 6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2005)**

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information System (IRIS). Specify incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access from available at <ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and email to [Lisa L. Culter@nasa.gov](mailto:Lisa.L.Culter@nasa.gov).

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

**H. 7 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the

**SECTION H OF NNG07DA01C**  
**SPECIAL CONTRACT REQUIREMENTS**

schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

**H. 8 EXPORT LICENSES (1852.225-70) (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

**H. 9 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other

**SECTION H OF NNG07DA01C  
SPECIAL CONTRACT REQUIREMENTS**

criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

***H.10 Release of Sensitive Information (1852.237-73) (JUNE 2005)***

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

**SECTION H OF NNG07DA01C**  
**SPECIAL CONTRACT REQUIREMENTS**

*This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].*

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

*Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.*

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

**SECTION H OF NNG07DA01C**  
**SPECIAL CONTRACT REQUIREMENTS**

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

**I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE**

- (52.202-1) DEFINITIONS (JULY 2004)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005)
- (52.204-2) SECURITY REQUIREMENTS (AUG 1996)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (52.204-7) CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- (52.204-9) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (DEC 2002)
- (52.216-8) FIXED FEE (MAR 1997)
- (52.219-5) NOTICE OF VERY SMALL BUSINESS SET-ASIDE (JUNE 2003)-ALTERNATE I (MAR 1999)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (MAY2004)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-3) CONVICT LABOR (JUNE 2003)
- (52.222-19) CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2006)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

- (52.222-26) EQUAL OPPORTUNITY (APR 2002)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (52.222-50) COMBATING TRAFFICKING IN PERSONS (APR 2006)
- (52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- (52.223-6) DRUG FREE WORK PLACE (MAY 2001)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (52.224-1) PRIVACY ACT NOTIFICATION (APR 1984)
- (52.224-2) PRIVACY ACT (APR 1984)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- (52.227-1) AUTHORIZATION AND CONSENT (JULY 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1998)
- (52.230-3) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [para (b) (1) fill-in (hereafter: "designated office"--Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, FAX 301-286-1748, no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE I (APR 1984)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (MAR 2005)  
{paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) PROPERTY RECORDS (APR 1984)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)  
(DEVIATION) (SEP 1999)--(g) (5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g) (5) is unchanged.
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)
- (52.248-1) VALUE ENGINEERING (FEB 2000)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (1852.204-76) SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004) (Deviation)
- (1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The installation Ombudsman is Dorothy C. Perkins, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-5066, Fax 301 286-1714, E-mail address: Dorothy C. Perkins@nasa.gov
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.243-71) SHARED SAVINGS (MAR 1997)
- (End of By Reference Section)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

**I.2 SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB 1990)(DEVIATION)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration  
Attn: Hallot E. Watkins, Jr.  
Assistant District Director, 8(a) Business Development  
Baltimore District Office  
City Crescent Bldg. 6<sup>th</sup> Floor  
10 S. Howard Street  
Baltimore, MD 21201

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

SECTION I OF NNG07DA01C  
CONTRACT CLAUSES

(End of clause)

**I. 3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

**I. 4 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)**

(a) *Definition.* As used in this clause-"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary

**SECTION I OF NNG07DA01C**  
**CONTRACT CLAUSES**

may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to-

(1) Contractors and subcontractors that employ fewer than 15 persons;  
(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

***1.5 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)***

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

**I. 6 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (FEB 2006)**

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.7 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

**I.8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

**1.9 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a 'small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

***1.10 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)***

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**SECTION I OF NNG07DA01C  
CONTRACT CLAUSES**

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

***1.11 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)***

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

**SECTION J OF NNG07DA01C  
LIST OF ATTACHMENTS**

**J. 1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)**

The following attachments constitute part of this contract:

| <b>Attachment</b> | <b>Description</b>                                   | <b>Date</b>                  | <b>No. of Pages</b> |
|-------------------|--|------------------------------|---------------------|
| A                 | Statement of Work                                    | 10/06                        | 9                   |
| B                 | Financial Management Reporting Requirements          | 10/06                        | 3                   |
| C                 | Direct and Indirect Rate Matrices                    | 10/06                        | 3                   |
| D                 | List of Installation-Accountable Government Property | TBP                          | TBP                 |
| E                 | Safety and Health Plan                               | 30 Days after contract award | TBP                 |
| F                 | IT Security Plan                                     | 30 Days after contract award | TBP                 |
| G                 | Personal Identity Verification                       | 11/06                        | 4                   |

(End of clause)