

Folder: NNG08CA01C

CONTRACT

file: NNG08CA01C Environmental  
Test and Integration Services ETIS  
Basic

SCAN

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   93
2. CONTRACT NUMBER NNG08CA01C	3. SOLICITATION NUMBER NNG06160944R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/14/06	6. REQUISITION/PURCHASE NO. 4200160944/4200232756
7. ISSUED BY NASA GODDARD SPACE FLIGHT CENTER ATTN: Eric Newman, MAIL STOP 408 GREENBELT, MD 20771			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in: **SEE L.15 (C) PROPOSAL MARKING AND DELIVERY** until 11:00 AM, local time **09/26/07**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Eric Newman	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Eric.J.Newman@nasa.gov
		AREA CODE 301	NUMBER 286-2489	EXT.	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **180** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 9	09/05/07		

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Analex Corporation 2677 Prosperity Avenue, Suite 400 Fairfax, VA 22031			

15B. TELEPHONE NUMBER AREA CODE 703 NUMBER 852 EXT. 2099	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 09/26/07
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) <b>Eric S. Newman</b>	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 4/29/08
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

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

The Contractor shall provide the services to NASA's Goddard Space Flight Center as described in Section C of this contract and the Contractor shall deliver the following documentations and reports:

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
1	Services and Deliverables In Accordance With Statement of Work and Task Orders	As defined in individual task orders	As defined in individual task orders.	See Task Order(s)
2	Task Plans	Clauses B.10, H.9	14 days after receipt of request for task plan	Web-based Task Order Management System (TOMS)
3	Monthly Progress Reports	Clause C.2	15 <sup>th</sup> calendar day of each month	Electronic Format/COTR (Code 549); Task Monitor; & CO (letter transmittal only)
4	Final Task Report	Clause C.2	Due 5 days prior to task order end date	Electronic Format/COTR; Task Monitor; CO (letter transmittal only); & Hard Copy/CASI
5	NASA Financial Management Reports	Clauses G.1, G.8	Monthly and Quarterly	Electronic Format/CO; COTR; TM; Resource Analyst (Code 549) & Finance Office (Code 155)
6	Requests for Government Property	Clause G.9	30 days prior to approval need date	Hard Copy/CO
7	Reports of Reportable Items NF 1679	Clause G.6, G.7	Reportable Items, Annual Interim Reports and Final Report Due as Specified	NF 1679 or Electronic Format/CO & New Technology or Patent Representative

**SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee (s)</b>
8	Safety & Health Reporting	Clause H.1 1852.223-70 & Clause H.7	Monthly and Annual Reports	<i>Electronic Format /Code 250; &amp; CO</i>
9	GSFC Form 24-27 (LISTS Form) & PIV Documentation	Clause H.2	As required in accordance with Clause H.2	<i>GSFC 24-27 - Electronic Format /COTR; CO; &amp; Code 240</i>
10	LISTS Report	Clause H.2	10th calendar day of each month	<i>Electronic Format /COTR; &amp; Code 240</i>
11	Equal Opportunity Reports	Clause I.1, 52.222-26	As Specified	<i>Electronic Format</i>
12	Insurance Notification	Clause I.1, 52.228-7	As Required	<i>Electronic Format</i>
13	Subcontract Notification	Clause I.1 52.244-2	30 days prior to subcontract award date	<i>Electronic Format / Contracting Officer (CO)</i>
14	IT Security Plan, Risk Assessment Plan, & FIPS 199 Assessment Plan	Clause I.16 1852.204-76	30 days after contract award, & annual updates as required	<i>Electronic Format / Contracting Officer (CO)</i>
15	Organizational Conflicts of Interest Avoidance Plan	Clause H.11 1852.237-72	30 days after contract award	<i>Hard Copy Contracting Officer (CO)</i>
16	FAST Reporting	Clause H.1 1852.223-76	Annual Report Due By October 15th	<a href="http://fastweb.inel.gov">http://fastweb.inel.gov</a>
17	Individual Subcontract and Summary Subcontract Reports	Clause H.5	Semiannual Report Due By April 30 & October 30, Final Due per clause H.5	<a href="http://esrs.gov">http://esrs.gov</a>

**SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
18	Commercial Program Monthly Status Report	Clause H.13	10th calendar day of each month	<i>Electronic Format/ Contracting Officer's Technical Representative (COTR)</i>
19	GSFC Form 26-5, Report of NASA/GSFC Vehicles	Clause H.14	15 <sup>th</sup> calendar day of each month	<i>Hard Copy- Logistics and Transportation Management Branch, Code 274, Contracting Officer (CO)</i>

(End of clause)

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

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$1,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$190,000,000. 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.

**SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

(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 shall the aggregate adjustment to the maximum amount exceed 30% of the original maximum amount.

(End of clause)

**B.3 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  
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)

**SECTION B OF NNG08CA01C**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B. 4 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 contract effective date of May 15, 2008 through a five (5) 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. 5 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 \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$47,500,000;

(2) Any order for a combination of items in excess of \$47,500,000; 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.

**SECTION B OF NNG08CA01C**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

(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 7 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. 6 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."

(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 one (1) year from the end of the contract's effective ordering period.

(End of clause)

SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS

**B. 7 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 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--

(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)

**SECTION B OF NNG08CA01C  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.8 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEPTEMBER 1993)**

The estimated cost of this contract is **\$(to be negotiated by task order\*)**. The maximum available award fee, excluding base fee, if any, is **\$(to be negotiated by task order\*)**. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are **\$(to be negotiated by task order\*)**. **(\*in accordance with Attachment B)**

(End of clause)

**B.9 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 \$943,397. This allotment is for contract performance and covers the following estimated period of performance: May 15 - May 29, 2008.

(b) An additional amount of \$56,603 is obligated under this contract for payment of fee.

(End of clause)

**B.10 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 Attachment B, 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.

**SECTION B OF NNG08CA01C**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

(c) The Government and Contractor agree that the maximum award fee percentage specified in Attachment B shall be used to calculate the maximum available award fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. The Government shall solely determine the earned award fee under the contract.

(End of Text)

**SECTION C OF NNG08CA01C**  
**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), Mission Assurance Plan (Section J, Attachment F), and task orders issued hereunder.

(End of clause)

**C.2 REPORTS OF WORK**

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all tasks active during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems, which may impede performance and proposed corrective action, discussions of the work to be performed and any CONUS/OCONUS trips planned and/or completed during the next monthly reporting period. Trip discussions shall include a description of the following: (1) date(s) of travel; (2) destination; (3) purpose; and (4) costs of travel (i.e. airfare, per diem (hotels/meals), rental vehicles, etc.)

(b) Final Task Report. The Contractor shall submit a final task report that summarizes the results of the entire task work, including recommendations and conclusions based on the experience and results obtained. The final task report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) Submission. The Contractor shall submit the report required by this clause as follows:

**SECTION C OF NNG08CA01C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

[M=Monthly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	M, F	Contracting Officer (ltr transmittal only)	210.3
1	M, F	Contracting Officer's Technical Representative (COTR)	549
1	M, F	Task Monitor	See Task Order
1	F	Center for AeroSpace Information (CASI)  Attn: Acquisitions Collections Development Specialist, 7121 Standard Drive, Hanover, Maryland 21076-1320	

(e) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each task order shall be due 5 days prior to task order end date.

(End of Text)

**SECTION D OF NNG08CA01C  
PACKAGING AND MARKING**

(THERE ARE NO CLAUSES IN THIS SECTION)

**SECTION E OF NNG08CA01C  
INSPECTION AND ACCEPTANCE**

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

The Contracting Officer or authorized representative will accomplish acceptance at 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 (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)**

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

**E. 3 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 five years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E. 4 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

**SECTION E OF NNG08CA01C  
INSPECTION AND ACCEPTANCE**

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.

(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)

**E. 5 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)**

The Contractor shall comply with the higher-level quality standard selected below.

TITLE	NUMBER	DATE	TAILORING
Mission Assurance Guidelines (MAG) For Tailoring To Needs of The Projects (Attachment K)	300-PG-7120.2.2E	3 May 2005	As required by GSFC Projects

(End of clause)

**SECTION F OF NNG08CA01C  
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): GSFC (Greenbelt, MD and Wallops Island, VA); National Scientific Balloon Facility (NSBF) (Palestine, Texas and Fort Sumner, New Mexico); Poker Flat Research Range (PFRR) near Fairbanks, Alaska; Other NASA Centers; Other Government Agencies.

(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: **(To be Specified in each Task Order)**

Technical Officer (Name)	Code
Building	Room
Contract No.	
Item(s) No.	

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

(End of clause)

**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

**SECTION F OF NNG08CA01C  
DELIVERIES OR PERFORMANCE**

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.

(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)

**F. 4 F.O.B. DESTINATION (52.247-34) (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for

**SECTION F OF NNG08CA01C  
DELIVERIES OR PERFORMANCE**

any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**SECTION G OF NNG08CA01C  
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 also required. The reporting structure shall be in accordance with Attachment C 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, Code 210.3  
E-Mail: **[lois.e.mcduffee@nasa.gov](mailto:lois.e.mcduffee@nasa.gov)**

Contracting Officer's Technical Representative, Code 549  
E-Mail: **[robert.j.vernier@nasa.gov](mailto:robert.j.vernier@nasa.gov)**

Resources Analyst, Code 501  
E-Mail: **[kim.t.tann@nasa.gov](mailto:kim.t.tann@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. 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%20ID=N%20PR%209501%20002D&page%20name=main)

(End of clause)

**G.2 GOVERNMENT PROVIDED MOTOR VEHICLES (GSFC 52.245-91) (JUL 2006)**

(a) Authorized users. The installation provided property and services **listed in the clause entitled, Installation-Accountable Government**

**SECTION G OF NNG08CA01C**  
**CONTRACT ADMINISTRATION DATA**

**Property** includes the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State drivers license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279 or to the Wallops Dispatch Office, Code 230.W, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

(1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.

(2) The Motor Vehicle Safety requirements stated in subchapter 6.3 of NPR 8715.3, NASA Safety Manual.

(3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

**G. 3 RESERVED**

**G. 4 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76)(JUNE 2000)**

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with ETIS performance evaluation plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

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(c) The Government will advise the Contractor in writing of the evaluation results. The Cost and Commercial Accounts Department, Code 155, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f) (1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

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**G. 5 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87)(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

(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.

**[N/A - Direct submit authorized]**

(2) (Reserved)

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

(d) Public vouchers for payment of fee shall 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.

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(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 NEW TECHNOLOGY (1852.227-70) (MAY 2002)**

(a) Definitions.

"Administrator," as used in this clause, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"Contract," as used in this clause, means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"Made," as used in this clause, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in Section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of contract performance.

"Nonprofit organization," as used in this clause, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this clause, means any invention, discovery, improvement, or innovation of the Contractor, whether or not patentable or otherwise protectible under Title 35 of the United States Code, made in performance of any work under any NASA contract or in the performance of any work that is reimbursable under any clause in any NASA contract providing for reimbursement of costs incurred before the effective date of the contract. Reportable items include, but are not limited to, new processes, machines, manufactures, and compositions of matter, and improvements to, or new applications of, existing processes, machines, manufactures, and

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compositions of matter. Reportable items also include new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable or otherwise protectible under Title 17 of the United States Code.

"Small business firm," as used in this clause means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.3-8 for small business contractors and in 13 CFR 121.3-12 for small business subcontractors will be used.)

"Subject invention," as used in this clause, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or maybe protectible under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2457(a)) (hereinafter called "the Act"), and the above presumption shall be Contractor submits to the Contracting Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Contractor may nevertheless file the statement described in paragraph (b)(1)(I) of this clause. The Administrator will review the information furnished by the Contractor in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Contractor whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(I) above is conclusive, or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act, shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this clause.

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(3) Waiver of rights.

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (1) or (2) of Section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR 1245, Subpart 1, Contractors may petition, either prior to execution of the contract or within 30 days after execution of the contract, for advance waiver of rights to any or all of the inventions that may be made under a contract. If such a petition is not submitted, or if after submission it is denied, the Contractor (or an employee inventor of the Contractor) may petition for waiver of rights to an identified subject invention within 8 months of first disclosure of invention pursuant to paragraph (e)(2) of this clause, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable pursuant to 14 CFR Section 1245, Subpart 1, the Government reserves--

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States; and

(ii) Such other rights as set forth in 14 CFR 1245.107.

(2) Nothing contained in this paragraph © shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The

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license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with 37 CFR Part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Contractor will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Contractor personnel responsible for the administration of this New Technology clause within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor will disclose each reportable item to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for the administration of this New Technology clause or, if earlier, within 6 months after the Contractor becomes aware that a reportable item has been made,

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but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention.

(3) The Contractor may use whatever format is convenient to disclose reportable items required in subparagraph (e)(2). NASA prefers that the Contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose reportable items. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(4) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(5) The Contractor agrees, upon written request of the Contracting Officer, to furnish additional technical and other information available to the Contractor as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

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(6) The Contractor agrees, subject to paragraph 27.302(i), of the Federal Acquisition Regulation (FAR), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintained the procedures required by paragraph (e)(1) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures. (2)

If the Contracting Officer learns of an unreported Contract invention that the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this clause;

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(I) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

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(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of reportable items required by paragraph (e)(2) of this clause, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this clause.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall--

(i) Include this clause (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and NASA with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Contractor in the clause of subparagraph (1)(I) or (ii) of this

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clause, whichever is included in the subcontract, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

**G. 7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)**

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

Title	Office Code	Address (including zip code)
New Technology Representative	504	Goddard Space Flight Center Greenbelt, MD 20771
Patent Representative	140.1	Goddard Space Flight Center Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the

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Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**G.8 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 Contracting 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.

(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)

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**G. 9 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (1852.245-70) (SEPTEMBER 2007) (DEVIATION)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract, without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall:

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used; and

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers.

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit.

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d). Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the Government Property clause at 52.245-1.

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(End of clause)

**G.10 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)**  
**(SEPTEMBER 2007) (DEVIATION)**

(a) The Government property described in paragraph (c) of this clause 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 additional responsibilities associated with property use:

- (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 to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed 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:

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(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 52.245-1, Government Property, 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 52.245-1, Government Property, 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) of this clause 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.

(c) In accordance with this, the Contractor is authorized use of the types of property and services checked below, to the extent they are available, in the performance of this contract within the physical borders of the installation. Such borders may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

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

(i) Equipment to be made available is listed in Attachment I. The Government retains accountability for this property under this, regardless of its authorized location.

(ii) 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 this clause.

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(iii) 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.

(3) Supplies from stores stock.

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

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

(6) Installation service facilities: Government Motor Pool.

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

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

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

(10) 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.

(End of clause)

**G.11 RESERVED**

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**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)
- (1852.223-76) FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE II (OCT 2000)

(End of By Reference Section)

**H.2 ONSITE CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE 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 M, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards (badges) 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 M 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 M 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 of 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.

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(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. 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 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 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 employ 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.3 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (JUL 2007)**

(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

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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 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) GSFC Workplace Violence Announcement  
[http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabaseObject?document\\_id=7727](http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabaseObject?document_id=7727)
- (3) GMI 1152.9, Facilities Coordination Committee
- (4) GPR 1600.1, GSFC Security Manual
- (5) GPR 1700.1, Occupational Safety Program
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1800.1, GSFC Smoking Guidelines
- (8) GPR 1800.2, Occupational Health Program
- (9) GPR 1860.1, Ionizing Radiation Protection
- (10) GPR 1860.2, Laser Radiation Protection
- (11) GPR 1860.3, Radio Frequency Radiation Safety
- (12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (13) GPR 2570.1, Radio Frequency Equipment Licensing
- (14) GPD 8500.1, Environmental Program Management
- (15) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (16) GPD 8715.1, GSFC Safety Policy
- (17) 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.

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(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)

**H. 4 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. 5 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether

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there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H. 6 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS  
(GSFC 52.219-91) (AUG 2001) (for offeror fill-in)**

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see para. (c.) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

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*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
541330	\$43,130,000	22.7%

Total

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(c.) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s)

Jackson & Tull Chartered Engineers

The contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor is as follows:

Dollars	Percent of Contract Value
---------	---------------------------

N/A

N/A

(End of clause)

**H. 7 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, man-hours worked/month, and total employees. Access form available at

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<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.Cutler@nasa.gov](mailto:Lisa.L.Cutler@nasa.gov). On an annual basis provide to Code 250 Safety Office a safety and health report which will include: self assessment survey of safety and health program, current EMR, RIR and TRIR rates provided directly from the insurance carrier.

(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. 8 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5-Organizational Conflicts of Interest.

(b) The nature of this conflict is:

1. The contractor may be tasked to develop statements of work and/or specifications, which may be used in subsequent, competitive acquisitions, and
2. The contractor may require access to other NASA contractor data

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time as agreed to by the Contracting Officer

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and the Contractor sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not use them to compete with those other companies.

(End of clause)

**H. 9 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 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 14 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.

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(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 7 calendar days after receipt of the task order.

(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.10 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.

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(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)

**H.11 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.

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(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 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.12 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

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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:

*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.

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(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.

(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.

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(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)

### **H.13 COMMERCIAL PROGRAM**

This program permits the Contractor to use certain Government installation provided property for purposes other than contract performance, (i.e., non-Government use) pursuant to FAR 45.301(f) and the clause entitled, "Use and Charges," FAR 52.245-9, as incorporated by Section I.1 of this Contract.

Pursuant to NASA FAR Supplement 1845.303, "Use of Government Property for Commercial Work," the Contractor's percentage of non-Government use shall not exceed 25 percent. Actual use shall not exceed 25 percent without the prior approval of the Center Procurement Officer.

The Contractor's use of such property for such purposes shall be subject to the terms and conditions of this Contract, as well as the following terms and conditions. Unless otherwise specifically provided, any inconsistency between the Contract's terms and conditions, and those set forth below shall be resolved in favor of the Contract's standard terms and conditions.

The Government recognizes the benefit it derives from the Contractor's non-Government use of designated property through rental receipts under this Contract and that this benefit through the Contractor's ability to provide non-Government use services to its customers is dependent upon the reliability of the Contractor's access to the designated property. The Government will use reasonable efforts in attempting to mitigate any conflict with the Contract regarding its non-Government use of designated property.

The Contracting Officer shall have the authority at any time to withdraw the permission granted by this program for non-Government use of the designated property, in whole or in part, either due to (1) termination of any portion of this Contract, (2) removal of any designated property from this Contract as Government installation provided property, (3) actual or projected use of any such property

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for non-Government use which may or will negatively affect performance under this Contract, however such effect need not rise to the level of the Contractor's default with respect to any duty owed under this Contract, (4) any use which adversely affects non-contract Goddard operations, or (5) for the Contractor's failure to comply with any provision of this Contract related to non-Government use, whether or not a material requirement of this Contract.

The listing of facilities and equipment authorized for non-Governmental use under this program is contained in Section J, Attachment L.

The following terms and conditions shall apply to the Contractor's non-Government use of the designated property:

1. Non Government use of the designated property may not interfere with the Contractor's performance of any requirements under this Contract nor may it interfere with the Government's right of access to, and use of, said property which the Government hereby reserves. Such requirements include support of work NASA has agreed to perform for other NASA organizations, other Government organizations as well as private organizations. The Contractor may not use any of its non-Government work being performed by such use of the designated property as a basis for challenging the Government's issuance of work directives as being outside the scope of this Contract.
2. The Contractor may exercise its right of non-Government use through subcontractors under this Contract. However, any arrangement with outside customers must reflect the limitations of the Government's liability as set forth herein with regard to all such use. This arrangement shall not be construed as a third party beneficiary arrangement for any subcontractor or customer, and the Contractor shall provide express notice to each subcontractor and customer that the Government bears no liability with regard to any such arrangement
3. The Government shall have no obligation to maintain the operational status of the facilities located at Goddard, as well as the designated property, for purposes of enabling non-Government use at any particular time. The Government will make reasonable effort to notify the Contractor in advance of any condition that may affect its non-Government use, such as,

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but not limited to, power outages and emergency or unusual facility access restrictions.

4. The Contractor and the COTR shall have an obligation to work together to minimize adverse impacts to either party as a result of non-Governmental use of facilities. In the event the Contractor's non-Government use of the designated property adversely affects any Goddard operation, the COTR shall notify the Contractor, and the Contractor shall immediately implement the remedial action directed by the Contracting Officer, which may include suspension of the specific non-Government use.
5. The Contractor shall be under no obligation to make any payment to the Government except for its actual non-Government use of the designated property. The Contractor need not request termination of this approval in the event of the absence of non-Government use, although the Contracting Officer may withdraw the subject approval for such lack of non-Government use.
6. The Contractor shall be required to schedule in advance all technical, safety and schedule matters as well as any consumables to be provided by the Government pursuant to Section 9 concerning each non-Government use. The Contractor shall provide monthly status reports to the COTR identifying all usage of the designated property, including both Government as well as non-Government use occurring the prior month and that projected in the upcoming month. Additionally, the Contractor must provide advance notice necessary to enable such non-Government use, such as, but not limited to, clearances required from Goddard for customer access to the designated property and receipt of the Contractor's customer property necessary for the non-Government use. It is the sole responsibility of the Contractor to make such arrangements and to provide adequate time therefore. While the COTR will assist the Contractor with difficulties it may have in making such arrangement with Goddard organizations, the Government specifically declines to warrant the success of any such effort and further shall have no liability for the failure of any such arrangement, regardless of the negligence, gross negligence or willful misconduct of the Government.
7. The Government shall have the right to request revision of any projected schedule and the Contractor shall promptly respond with a revised plan, satisfactory to the Government. The

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Government shall provide its rationale for requesting revision.

8. The Government shall not be responsible for enhancement or modification of any of its facilities in order to facilitate the Contractor's non-Government use of the designated property. While the Contractor may submit proposals therefore, which must be fully funded by the Contractor, the Government is under no obligation to approve such proposals. Any consideration of such proposals by the Government must include the purpose for which specific property was provided by the Government for contract performance; augmentation of Government property solely for non-Government use unrelated to contract requirements would not be appropriate.
9. The Government shall not be responsible for providing any property, such as consumables, necessary for the Contractor's non-Government use of the designated property, except that the Government shall be the only source for providing liquid and gaseous nitrogen, water, heat, and electricity. Furthermore, the Government shall not be responsible for providing any technical expertise or support required by the Contractor for operations of said property or provision of services to the Contractor's customers.
10. The Government shall have no obligation to protect any non-NASA data related to the Contractor's non-Government use of the designated property. Likewise, in recognition that the Government property is located in areas which are held open for public viewing, Goddard shall have no obligation to protect any data or property from viewing, photographing or other recording by anyone. The Contractor shall be solely responsible for protecting any property or work in process it determines appropriate or necessary to do so.
11. The Contractor shall indemnify and hold harmless the Government from any third party liability arising under the Federal Tort Claims Act, out of the performance of, or failure to perform, any aspect of the Contractor's non-Government use of the designated property, whether or not caused by the negligence, gross negligence or willful misconduct of employees of the United States. The Contractor shall obtain insurance to cover this liability, as well as the liability established under Section 13 below, naming the Government as an additional insured. Such insurance shall be in accordance with clause I.13 of this Contract entitled "Minimum Insurance

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Coverage" NFS 1852.228-75. The Contractor shall provide proof of insurance as required by, and for the approval of, the COTR prior to undertaking activity required to be covered by such insurance, and proof of insurance each time such insurance is changed or renewed. At any time such insurance shall lapse, the Contractor shall immediately cease activity required to be covered by such insurance. The cost of such insurance shall not be a direct charge to the Contract.

12. The Contractor shall not file any claim against the Government for any matter concerning the performance of, failure to perform, breach or other matter related to, the Contractor's non-Government use of the designated property. The Contractor's sole remedy for any such matter shall be the immediate, unilateral termination of this arrangement under this modification. The United States shall not be liable for any damage or injury suffered by the Contractor or its representatives, regardless of cause, and the Contractor hereby expressly waives any rights it might otherwise have under the Federal Tort Claims Act in consideration for the Government's agreement to authorize non-Government use. The Contractor shall obtain, in writing, and provide such to the Government in advance of the non-Governmental use being performed, such a waiver of claims against the Government, from each customer, and each entity involved with such customer having an interest in any service provided by the Contractor through its non-Governmental use of any of the said property.
13. The Contractor shall be liable to the Government for direct damages resulting from any damage to, or loss of, Government property related to its non-Government use of the designated property, unless caused solely by the gross negligence or willful misconduct of Government employees and/or employees of, but excluding the Contractor and its subcontractors and other affiliates, other Government Contractors, subcontractors or other affiliates. The Contractor shall either make payment for replacement or repair of such damaged property in amounts directed by the Contracting Officer, or make other arrangements such as actual repair or replacement in lieu of payment, as directed by the Contracting Officer. Payment shall be due within 30 days of written demand made by the contracting Officer.
14. Neither the Contractor, its subcontractors, nor its customers may make any representation in any promotional, advertising,

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or other material which may be construed as an endorsement by the Government of any product or service provided through the Contractor's non-Government use of the designated property, or which may seek to obtain commercial advantage by the fact of Goddard's approval of this arrangement.

15. The Contractor's non-Government use shall be authorized only to the extent payment therefore is made in advance to the Government. Payment shall be in the form of check made payable to the National Aeronautics and Space Administration, submitted to the Director, Regional Finance Office, Code 151, Goddard Space Flight Center, Greenbelt, MD 20771. The amount of the payment shall be determined using the factors set forth in 16. below. Any adjustment to the payment, as a result of actual cost determined at conclusion of the associated project, shall be accomplished as set forth in 16. below.
16. The Contractor will develop an estimate for each project based on the Contractor's requirements, and submit it in writing to the Contracting Officer's Technical Representative (COTR). The cost will be estimated using the following factors:
  - a. Rental
  - b. Maintenance of equipment
  - c. Civil Servant labor costs
  - d. Materials needed (e.g. liquid nitrogen, gaseous nitrogen)
  - e. Center Overhead

The list of authorized Equipment and cost factors are set forth in Attachment L. The Contractor will provide a monthly summary report detailing each non-governmental use, the fees associated with that use, the nature of the use, what facilities were used, reference to waiver of claims against the United States, and information regarding the Customer (Name, Contact, Address). Any changes to the above rates will be executed via a contract modification.

17. Any dispute associated with this clause and/or the Contractor's exercise of its authority for non-Government use of the designated property shall be subject to final decision by the Contracting Officer, which decision shall not be

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subject to the Disputes clause of the Contract or to any other legal modifications without advance notice.

18. Foreign support and/or access may be allowed only if consistent with law, rule and regulation and only if approved in advance by the COTR following the COTR's receipt of necessary approvals within NASA.
  
19. Non Government use of the designated property may not interfere with the Contractor's performance of any requirements under this Contract nor may it interfere with the Government's right of access to, and use of, said property which the Government hereby reserves. Such requirements include support of work NASA has agreed to perform for other NASA organizations, other Government organizations as well as private organizations. The Contractor may not use any of its non-Government work being performed by such use of the designated property as a basis for challenging the Government's issuance of work directives as being outside the scope of this Contract.
  
20. The Contractor may exercise its right of non-Government use through subcontractors under this Contract. However, any arrangement with outside customers must reflect the limitations of the Government's liability as set forth herein with regard to all such use. This arrangement shall not be construed as a third party beneficiary arrangement for any subcontractor or customer, and the Contractor shall provide express notice to each subcontractor and customer that the Government bears no liability with regard to any such arrangement
  
21. The Government shall have no obligation to maintain the operational status of the facilities located at Goddard, as well as the designated property, for purposes of enabling non-Government use at any particular time. The Government will make reasonable effort to notify the Contractor in advance of any condition that may affect its non-Government use, such as, but not limited to, power outages and emergency or unusual facility access restrictions.
  
22. The Contractor and the COTR shall have an obligation to work together to minimize adverse impacts to either party as a result of non-Governmental use of facilities. In the event the Contractor's non-Government use of the designated property

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adversely affects any Goddard operation, the COTR shall notify the Contractor, and the Contractor shall immediately implement the remedial action directed by the Contracting Officer, which may include suspension of the specific non-Government use.

23. The Contractor shall be under no obligation to make any payment to the Government except for its actual non-Government use of the designated property. The Contractor need not request termination of this approval in the event of the absence of non-Government use, although the Contracting Officer may withdraw the subject approval for such lack of non-Government use.
24. The Contractor shall be required to schedule in advance all technical, safety and schedule matters as well as any consumables to be provided by the Government pursuant to Section 9 concerning each non-Government use. The Contractor shall provide monthly status reports to the COTR identifying all usage of the designated property, including both Government as well as non-Government use occurring the prior month and that projected in the upcoming month. Additionally, the Contractor must provide advance notice necessary to enable such non-Government use, such as, but not limited to, clearances required from Goddard for customer access to the designated property and receipt of the Contractor's customer property necessary for the non-Government use. It is the sole responsibility of the Contractor to make such arrangements and to provide adequate time therefore. While the COTR will assist the Contractor with difficulties it may have in making such arrangement with Goddard organizations, the Government specifically declines to warrant the success of any such effort and further shall have no liability for the failure of any such arrangement, regardless of the negligence, gross negligence or willful misconduct of the Government.
25. The Government shall have the right to request revision of any projected schedule and the Contractor shall promptly respond with a revised plan, satisfactory to the Government. The Government shall provide its rationale for requesting revision.
26. The Government shall not be responsible for enhancement or modification of any of its facilities in order to facilitate the Contractor's non-Government use of the designated property. While the Contractor may submit proposals therefore, which must be fully funded by the Contractor, the Government

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is under no obligation to approve such proposals. Any consideration of such proposals by the Government must include the purpose for which specific property was provided by the Government for contract performance; augmentation of Government property solely for non-Government use unrelated to contract requirements would not be appropriate.

27. The Government shall not be responsible for providing any property, such as consumables, necessary for the Contractor's non-Government use of the designated property, except that the Government shall be the only source for providing liquid and gaseous nitrogen, water, heat, and electricity. Furthermore, the Government shall not be responsible for providing any technical expertise or support required by the Contractor for operations of said property or provision of services to the Contractor's customers.
28. The Government shall have no obligation to protect any non-NASA data related to the Contractor's non-Government use of the designated property. Likewise, in recognition that the Government property is located in areas which are held open for public viewing, Goddard shall have no obligation to protect any data or property from viewing, photographing or other recording by anyone. The Contractor shall be solely responsible for protecting any property or work in process it determines appropriate or necessary to do so.
29. The Contractor shall indemnify and hold harmless the Government from any third party liability arising under the Federal Tort Claims Act, out of the performance of, or failure to perform, any aspect of the Contractor's non-Government use of the designated property, whether or not caused by the negligence, gross negligence or willful misconduct of employees of the United States. The Contractor shall obtain insurance to cover this liability, as well as the liability established under Section 13 below, naming the Government as an additional insured. Such insurance shall be in accordance with clause I.13 of this Contract entitled "Minimum Insurance Coverage" NFS 1852.228-75. The Contractor shall provide proof of insurance as required by, and for the approval of, the COTR prior to undertaking activity required to be covered by such insurance, and proof of insurance each time such insurance is changed or renewed. At any time such insurance shall lapse, the Contractor shall immediately cease activity required to be covered by such insurance. The cost of such insurance shall not be a direct charge to the Contract.

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30. The Contractor shall not file any claim against the Government for any matter concerning the performance of, failure to perform, breach or other matter related to, the Contractor's non-Government use of the designated property. The Contractor's sole remedy for any such matter shall be the immediate, unilateral termination of this arrangement under this modification. The United States shall not be liable for any damage or injury suffered by the Contractor or its representatives, regardless of cause, and the Contractor hereby expressly waives any rights it might otherwise have under the Federal Tort Claims Act in consideration for the Government's agreement to authorize non-Government use. The Contractor shall obtain, in writing, and provide such to the Government in advance of the non-Governmental use being performed, such a waiver of claims against the Government, from each customer, and each entity involved with such customer having an interest in any service provided by the Contractor through its non-Governmental use of any of the said property.
31. The Contractor shall be liable to the Government for direct damages resulting from any damage to, or loss of, Government property related to its non-Government use of the designated property, unless caused solely by the gross negligence or willful misconduct of Government employees and/or employees of, but excluding the Contractor and its subcontractors and other affiliates, other Government Contractors, subcontractors or other affiliates. The Contractor shall either make payment for replacement or repair of such damaged property in amounts directed by the Contracting Officer, or make other arrangements such as actual repair or replacement in lieu of payment, as directed by the Contracting Officer. Payment shall be due within 30 days of written demand made by the contracting Officer.
32. Neither the Contractor, its subcontractors, nor its customers may make any representation in any promotional, advertising, or other material which may be construed as an endorsement by the Government of any product or service provided through the Contractor's non-Government use of the designated property, or which may seek to obtain commercial advantage by the fact of Goddard's approval of this arrangement.
33. The Contractor's non-Government use shall be authorized only to the extent payment therefore is made in advance to the

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Government. Payment shall be in the form of check made payable to the National Aeronautics and Space Administration, submitted to the Director, Regional Finance Office, Code 151, Goddard Space Flight Center, Greenbelt, MD 20771. The amount of the payment shall be determined using the factors set forth in 16. below. Any adjustment to the payment, as a result of actual cost determined at conclusion of the associated project, shall be accomplished as set forth in 16. below.

34. The Contractor will develop an estimate for each project based on the Contractor's requirements, and submit it in writing to the Contracting Officer's Technical Representative (COTR). The cost will be estimated using the following factors:
- f. Rental
  - g. Maintenance of equipment
  - h. Civil Servant labor costs
  - i. Materials needed (e.g. liquid nitrogen, gaseous nitrogen)
  - j. Center Overhead

The list of authorized Equipment and cost factors are set forth in Attachment L. The Contractor will provide a monthly summary report detailing each non-governmental use, the fees associated with that use, the nature of the use, what facilities were used, reference to waiver of claims against the United States, and information regarding the Customer (Name, Contact, Address). Any changes to the above rates will be executed via a contract modification.

35. Any dispute associated with this clause and/or the Contractor's exercise of its authority for non-Government use of the designated property shall be subject to final decision by the Contracting Officer, which decision shall not be subject to the Disputes clause of the Contract or to any other legal modifications without advance notice.
36. Foreign support and/or access may be allowed only if consistent with law, rule and regulation and only if approved in advance by the COTR following the COTR's receipt of necessary approvals within NASA.

(End of Text)

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**H. 14 REPORT OF NASA-GSFC VEHICLES (GSFC 52.251-90) (JUL 2006)**

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

**H. 15 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (SEPTEMBER 2007) (DEVIATION)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts Handbook. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number

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(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA location listed below:

Goddard Space Flight Center  
Building 16W, Code 279  
Greenbelt, MD 20771

(f) The contractor shall include the substance of this clause, including paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

**H. 16 PROPERTY MANAGEMENT CHANGES (1852.245-75) (SEPTEMBER 2007)**  
**(DEVIATION)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change

- 
- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
  - (2) Alters physical inventory timing or procedures;
  - (3) Alters recordkeeping practices;
  - (4) Alters practices for recording the transport or delivery of Government property; or
  - (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA/Goddard Space Flight Center  
Mr. Gary V Morris, Code 273  
Greenbelt, MD 20771

Gary.V.Morris@nasa.gov  
301-286-5031

(End of clause)

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**H. 17 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78)**  
**(SEPTEMBER 2007) (DEVIATION)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for property items with a unit acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record.

(1) The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when --

(i) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader;

(ii) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory;

(iii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data; and

(iv) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(v) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(vi) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

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(1) The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when -

(i) The Contractor has limited quantities of property, limited personnel, or limited property systems;

(ii) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(iii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer; and

(iv) one or more of the following conditions exist:

(A) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader;

(B) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory;

(C) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

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**H. 18 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (SEPTEMBER 2007)  
(DEVIATION)**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52,245-1) the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any government real property or when movement of Contractor-owned property may damage or destroy Government owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

**H. 19 REAL PROPERTY MANAGEMENT REQUIREMENTS (1852.245-83) (SEPTEMBER 2007) (DEVIATION)**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52,245-1) the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) NPD 8800.14, Policy for Real Property Management
- (2) NPR 8831.2, Facility Maintenance Management

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(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) at any time.

(End of clause)

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**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 (SEP 2006)
- (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)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- (52.204-7) CENTRAL CONTRACTOR REGISTRATION (JUL 2006)
- (52.204-9) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- (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)
- (52.215-11) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997)
- (52.215-13) SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (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)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (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)
- (52.219-4) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR HUBZone SMALL BUSINESS CONCERNS (JUL 2005){offeror elects to waive the evaluation preference [ ]}
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (MAY2004)

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- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006)--  
ALTERNATE II (OCT 2001)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- (52.219-23) NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL  
DISADVANTAGED BUSINESS CONCERNS (SEPT 2005)--ALTERNATE  
I (JUNE 2003) [the factor in para (b) is 10 percent]  
{offeror elects to waive adjustment [ ]}
- (52.219-25) SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--  
DISADVANTAGED STATUS AND REPORTING (OCT 1999)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-3) CONVICT LABOR (JUNE 2003)
- (52.222-4) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
COMPENSATION (JUL 2005)
- (52.222-19) CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES  
(FEB 2006)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (MAR 2007)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS,  
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE  
VETERANS (SEP 2006)
- (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 (SEP 2006)
- (52.222-41) SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)
- (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)
- (52.223-10) WASTE REDUCTION PROGRAM (AUG 2000)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT  
INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)  
(JUN 1997) as modified by NASA FAR Supplement  
1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) (as modified by NASA  
FAR Supplement 1852.227-14)--ALTERNATE II (JUN 1987)  
and ALTERNATE III (JUN 1987)
- (52.227-21) TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING  
OF PAYMENT--MAJOR SYSTEMS (JAN 1997)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1998)

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- (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)--ALTERNATE I (DEC 1991)
- (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)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (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)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (JUN 2007){paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "Jackson & Tull Chartered Engineers"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) GOVERNMENT PROPERTY (JUN 2007)
- (52.245-9) USE AND CHARGES (JUN 2007)
- (52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
- (52.247-67) SUBMISSION OF COMMERCIAL DOCUMENTATION 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)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
- (52.251-2) INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)
- (1852.215-84) OMBUDSMAN (OCT 2003)--ALTERNATE I (JUNE 2000) The installation Ombudsman is Judith N. Brunner, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771, Business Phone: 301 286-8936, Fax 301 286-1714, E-mail address: Judith.N.Brunner@nasa.gov

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(1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)  
(1852.223-74) DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)  
(1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

**I.2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES 52.222-39 (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 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.

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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 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

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(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.

(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)

**I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 1989) (CY 2001)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this

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clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT  
IS NOT A WAGE DETERMINATION

<b>Position</b>	<b>Employee Class</b>	<b>Hourly Wage</b>	<b>Fringe Benefits</b>
Program Manager	GS-15	\$56.67	-See below*
Manager	GS-14	\$48.17	-See below*
Engineer II	GS-9	\$25.61	-See below*
Engineer III	GS-11	\$28.61	-See below*
Supervisor	GS-13	\$40.77	-See below*
Engineer I	GS-7	\$20.93	-See below*
Engineer IV	GS-12	34.28	-See below*
Engineer V	GS-13	\$40.77	-See below*
Designer III	GS-11	\$28.60	-See below*
Designer IV	GS-12	\$34.28	-See below*
Computer Programmer IV	GS-12	\$34.28	-See below*
Engineering Technician I	GS-5	\$15.60	-See below*
Engineering Technician II	GS-7	\$19.33	-See below*
Engineering Technician III	GS-9	\$23.64	-See below*
Engineering Technician IV	GS-11	\$28.60	-See below*
Engineering Technician V	GS-12	\$34.28	-See below*
Engineering Technician VI	GS-13	\$40.77	-See below*
Computer Programmer III	GS-11	\$28.60	-See below*
Drafter I	GS-5	\$15.60	-See below*
Drafter II	GS-7	\$19.33	-See below*
Drafter III	GS-9	\$23.64	-See below*
Drafter IV	GS-11	\$28.60	-See below*
Janitor/Clean Room Assistant	WG-2	\$16.13	-See below*
Safety and Health Manager	GS-13	\$40.77	-See below*
IT Manager/Principal	GS-13	\$40.77	-See below*
Security Engineer			
Network Administrator	GS-12	\$34.28	-See below*
Systems Administrator	GS-11	\$28.60	-See below*
Principal Engineer	GS-14	\$48.17	-See below*

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).

\* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day,

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Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave: Two hours of annual leave each week for an employee with less than three years service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.

3. Sick Leave: Two hours of sick leave each week for all employees.

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.

5. Retirement: 7.0 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.

6. Medicare: 1.45 percent of basic hourly rates for all employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$80,400.

(End of clause)

**I.4 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
(52.223-3) (JAN 1997)--ALTERNATE I (JUL 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

.....NONE.....

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.....  
.....

Identification No.

.....  
.....  
.....

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes,

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ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

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(End of clause)

**I. 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)

**I. 6 AVAILABILITY OF FUNDS (52.232-18) (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**I. 7 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (MAR 2007)**

- (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

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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 \$550,000 (\$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 (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

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

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

(End of clause)

**I. 8 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:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

**I.9 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)

**I.10 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)**

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

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(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

**I.11 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

**I.12 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

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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 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)

**I.13 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)**

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

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(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.

(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)

**I.14 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

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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)

**I. 15 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (DEC 2006)**

- (a) The Contractor should register with and avail itself of the services provided by the NASA Center for Aerospace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.
- (b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.
- (c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause.

(End of clause)

**I. 16 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (MAY 2007)**

- (a) The Contractor shall be responsible for information and information technology (IT) security when -
  - (1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or
  - (2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or

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exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract

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award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of

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all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for

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all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

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( i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c )(1) through (c )(3)

upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms

necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

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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	11/06	27
B	Direct Labor Rates, Indirect Rates, and Award Fee Matrices	9/07	3
C	Financial Management Reporting Requirements	9/06	7
D	Small Business Subcontracting Plan	9/07	15
E	Safety and Health Plan	9/07	167
F	Mission Assurance Plan (MAP)	9/07	109
G	Information Technology (IT) Security Plan, Risk Assessment Plan, and FIPS 199 Assessment Plan	30 days after contract award	TBD
H	Organizational Conflicts of Interest Avoidance Plan	30 days after contract award	TBD
I	List of Installation- Accountable Government Property (IAGP)	8/06	23
J	U.S. Department of Labor Wage Determination	7/06	1
K	Mission Assurance Guidelines (MAG) for GSFC Projects	5/05	172
L	List of Fees for Non- Government Use of Facilities	9/06	1

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**LIST OF ATTACHMENTS**

M	PIV Card Issuance Procedures	9/06	4
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(End of clause)

