

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE OF PAGES 1
2. CONTRACT (Proc. Inst. Ident.) NO. NAS2-02091		3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SF 8524	
5. ISSUED BY NASA Ames Research Center Moffett Field, CA 94035-1000 Attn: Rhonda O. Baker, M/S 241-1 (650) 604-5631		CODE JAC 244-9	6. ADMINISTERED BY (If other than Item 6) Same As Block 5.	

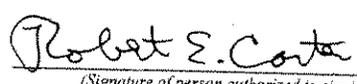
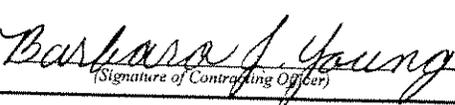
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Enterprise Advisory Services, Inc. 6671 Southwest Freeway, Suite 800 Houston, TX 77074		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Net 30 days
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12
11. SHIP TO/MARK FOR See Section F, Deliveries or Performance	CODE See F	12. PAYMENT WILL BE MADE BY NASA Ames Research Center Cost Accounting Branch Code CFG, M/S 203-18 Moffett Field, CA 94035-1000

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA SF 8524 01-04C, 06-13C 802/30110 \$433,683.00 SF 8524 05C 801/20110 \$62,739.00 <b>Total: \$469,422.00</b>	
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT
	See Section B		
15G. TOTAL AMOUNT OF CONTRACT			13,112,088.00

16. TABLE OF CONTENTS				
(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC. DESCRIPTION PAGE(S)	
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X C	DESCRIPTION/SPECS./WORK STATEMENT		X J	LIST OF ATTACHMENTS
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Robert E. Carter, CEO	20A. NAME OF CONTRACTING OFFICER Barbara J. Young
19B. Enterprise Advisory Services, Inc.  (Signature of person authorized to sign)	19C. DATE SIGNED June 17, 2002
20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED JUL 23 2002

## PART I - THE SCHEDULE

### SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1 RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the R&T Statement of Work (SOW) set forth in Section J.

<u>Contract Line Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
R&T-01	RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES for Phase-in Period as specified in Section F.2A(a)	1	JB
R&T-02	RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES for the base period as specified in Section F.2A(b)	1	JB

(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the R&T Statement of Work (SOW) set forth in Section J.

<u>Contract Line Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
R&T-03	RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES for the first priced option as specified in Section F.2A(c)	1	JB
R&T-04	RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES for the second priced option as specified in Section F.2A(d)	1	JB

(End of Clause)

**B.2 RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES ESTIMATED COST**  
 (NFS 1852. 216-81) (DEC 1988) (ARC Modified JUL 1999)

(a) The total estimated cost of the **Research and Technology Development (R&T) Services** contract is:

Contract Line Item No.	Estimated Cost	Award Fee	Total Est Cost & Fee
R&T-01	B-4		
R&T-02			
R&T-03			
R&T-04			
Total of each column			

(End of Clause)

**B.3 RESEARCH AND TECHNOLOGY DEVELOPMENT (R&T) SERVICES CONTRACT FUNDING**  
 (NFS 1852.232-81) (JUN 1990) (ARC Modified JUL 1999)

(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 B-4 This allotment is for the **R&T Contract** and covers the following estimated period of performance: **September 1 through September 27, 2002.**

(b) An additional amount of B-4 is obligated under this contract for payment of fee.

(c) Summary of Contract Value and Total Funding

	Previous	This Action	Total
Estimated Cost	B-4		
Award Fee			
Total			

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 DESCRIPTION/SPECIFICATION/WORK STATEMENT (ARC 52.211-93)  
(FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) The SOW for this contract is incorporated in Section J.

(End of Clause)

[END OF SECTION]

## SECTION D - PACKAGING AND MARKING

### D.1 PACKAGING AND MARKING (ARC 52.211-95) (ALTERNATE I) (FEB 1997)

(a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

(End of Clause)

[END OF SECTION]

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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):

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

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

##### CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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52.246-3	MAY 2001	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT
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52.246-5	APR 1984	INSPECTION OF SERVICES—COST-REIMBURSEMENT
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52.246-9	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
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52.246-15	APR 1984	CERTIFICATE OF CONFORMANCE
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#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

##### CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None

(End of Clause)

### E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FAR 52.246-11) (FEB 1999)

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

Title	Number	Date	Tailoring
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All quality standards addressed in section 3.0 of the SOW for R&T

(End of Clause)

### E.3 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most

protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

E.4 HUMAN SPACE FLIGHT ITEM (NFS 1852.246-73) (MAR 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of Clause)

[END OF SECTION]

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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):

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

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I)(APR 1984)
52.247-35	APR 1984	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None

(End of Clause)

**F.2A Research and Technology Development Services Contract (5 years)**  
**PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)**

(a) Phase-In Period. The Phase in period of this contract will be for thirty (30) days from the effective date of the contract.

(b) Base Period. The period of performance of this contract will be for two years from the end of the phase-in period.

(c) First Option Period. If exercised, the period of performance of this option period shall be one year from the end of the Base Period.

(d) Second Option Period. If exercised, the period of performance of this option period shall be two years from the end of the First Option Period.

(End of Clause)

## F.3 DELIVERY OF REPORTS (ARC 52.211-92)(FEB 1997)

Unless otherwise specified, all reports (see Section J.1(a)-E, *Data Requirements List*) shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

(End of Clause)

## F.4 PLACE OF PERFORMANCE (ARC 52.237-90)(FEB 1997)

The Contractor shall perform the work under this contract at NASA Ames Research Center, other NASA Centers, auxiliary facilities, and at such other locations as may be approved by the Ames Research Center Contracting Officer.

## F.5 NOTICE OF DELAY (ARC 52.249-90)(FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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):

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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None

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	NOV 1998	NEW TECHNOLOGY (for Large Business Only)
1852.242-71	DEC 1998	TRAVEL OUTSIDE THE UNITED STATES
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALTERNATE I)(MAR 1989) (insert the following in Paragraph (a), "See NASA Procedures and Guidance (NPG) 4200.1, <i>NASA Equipment Management Manual</i> ; NPG 4200.2, <i>NASA Equipment Management User's Guide for Property Custodians</i> ; NPG 4300.1, <i>NASA Personal Property Disposal</i> ; and NPG 4310.4, <i>Identification and Disposition of NASA Artifacts</i> , for applicable user responsibilities.")

(End of clause)

G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)(JUN 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" clause B.2 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 within two (2) calendar days after the end of the evaluation period. 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 the Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA Ames Research Center Accounting Operations Branch will make payment based on issuance of unilateral modification by contracting officer.

(d) After 85 percent 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 Award Fee Matrix contained 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 percent 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. This determination is not subject to the Disputes clause.

(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)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)  
(OCT 1997)(MODIFIED ARC/FEB 1998)

- (a) Public vouchers for payment of costs shall include a reference to the contract number and the Contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.
- (b) Reporting Requirements Under Taxpayer Relief Act of 1997
- (1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.
- (2) In order to comply with the Act, the Contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the Contractor and the Internal Revenue Service.
- (c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices
- (1) When authorized by the Defense Contract Audit Agency (DCAA), the Contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The Contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.
- (2) Upon written notification to the Contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the Contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.
- (3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (d)(3)(iii) below, need not be submitted.
- (d) The Contractor shall prepare and distribute cost vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
- (2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

- (i) Original and three (3) copies:

Accounting Operations Branch  
NASA Ames Research Center  
M/S 203-18  
Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

- (ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center  
Attn: Acquisition Branch, M/S 241-1  
Moffett Field, CA 94035-1000

- (iii) Copy 2 -- Auditor

Defense Contract Audit Agency  
Houston Branch Office  
Attn: Florin Munteanu-Ramnic, Auditor  
8875 Gulf Freeway, Suite 500  
Houston, TX 77017

- (iv) Copy 3 -- Contractor

- (v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

- (vi) Copy 5 -- Project Management Office, STAMPED "INFO COPY"

- (vii) Copy 6 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Equipment, if applicable -- see

paragraph (4) below)

(4) As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Equipment that has an acquisition cost exceeding \$1,000.00;

- (1) Date of Purchase
- (2) Purchase Order Number
- (3) Item Description
- (4) Quantity
- (5) Purchase Price

"Equipment" is defined at NFS Clause 1852.245-70.

- (e) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:
- Accounting Operations Branch
  - NASA Ames Research Center
  - M/S 203-18
  - Moffett Field, CA 94035-1000

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

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

(End of Clause)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

- (a) For purpose 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	Code DK, M/S 237-2	Moffett Field, CA 94035-1000
Patent Representative	Code DL, M/S 19-40	Moffett Field, CA 94035-1000

(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. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G.5 TECHNICAL DIRECTION (NFS 1852.242-70)(SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) interferes with the Contractor's rights to perform the terms and conditions of the contract.

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

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

(1) Rescinded in its entirety; or

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

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

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

(End of Clause)

#### G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)(JUL 1997)

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

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

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

(1) Equipment to be made available will be computers, computer peripherals, lab equipment, and test equipment. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its

entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

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

- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying, library, general use printers.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.
- (l) The Contractor shall adhere to all rules and regulations prescribed by NASA Ames Research Center. In addition, the Contractor will follow all area policies and procedures as set forth at all NASA Ames laboratories and facilities.

(End of Clause)

#### G.7 PAYMENT OF AWARD FEE (ARC-52.216-92) (JUL 1994)

Payment of award fee shall be made as specified in the Schedule; provided that, after payment of 85% of the potential award fee, the Contracting Officer may withhold further payment of the 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% of the potential award fee or \$100,000, whichever is less.

[END OF SECTION]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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):

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

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT- TO-KNOW INFORMATION

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.204-74	AUG 2000	CENTRAL CONTRACTOR REGISTRATION
1852.223-70	MAY 2001	SAFETY AND HEALTH
1852.223-75	MAY 2001	MAJOR BREACH OF SAFETY OR SECURITY
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.228-78	SEP 1993	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(End of Clause)

### H.2 RIGHTS IN DATA-SPECIAL WORKS (FAR 52.227-17) (JUNE 1987 as modified)

#### (a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have-

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim

to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(f) The Contractor agrees to assign copyright in all works authored under this clause to the Government.

(End of clause)

### H.3 RESTRICTIONS ON PRINTING AND DUPLICATING (NFS 1852.208-81) (AUG 1993)

(a) The Contractor shall reproduce any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, Pub 101-9, U.S. Government Printing Office, Washington, DC 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) "Duplicating/copying" is not considered to be printing. It is material produced by duplicating

equipment employing the lithographic process and automatic copy-processing or copier- duplicating machines employing electrostatic, thermal, or other copying processes not requiring the use of negatives or metal plates. The Contractor is authorized to duplicate production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages.

Such plates may not exceed a maximum image size of 10-3/4 by 14- 1/4 inches. A "production unit" is on a sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example; necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing or duplicating/copying in excess of the limits set forth above are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating/copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations and NFS 18-8.802.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing and/or any duplicating/copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of Clause)

#### H.4 LIMITATION OF FUTURE CONTRACTING (NFS 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 the Contractor may be required to participate in part or fully in the requirements identification and specification, proposal evaluation support, statement of work development, benchmarking, and other activities associated with Government procurement (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements).

(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 that 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 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 to use them to compete with those other companies.

(End of Clause)

#### H.5 TASK ORDERING PROCEDURE (NFS 1852.216-80)(OCT 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 ten (10) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within two (2) 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 that 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.6 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000) ALTERNATE I (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center, 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/exception.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.
- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Office or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

#### H.7 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (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)

H.8 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TITLE	NAME
Site Manager	B-6
Life Sciences Group Manager	
Space Science and Space Projects Group Manager	
Business Manager	

(End Of Clause)

H.9 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (ARC 52.203-91) (JUN 2001)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract to other NASA contractors and their subcontractors. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these contractors and their subcontractors. Accordingly, by

submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor and its subcontractor. The assisting contractor and its subcontractors will be required to by their contract or subcontracts to obtain nondisclosure agreements from their individual employees who may require access to the CBI to perform their responsibilities.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of Clause)

#### H.10 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91)(FEB 1997)

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

(b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.

(c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective

Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.

(2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.

(d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.

(e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

(End of Clause)

#### H.11 ORGANIZATIONAL CONFLICTS OF INTEREST (ARC 52.209-94) (MAR 1998) (modified)

(a) The Contracting Officer has concluded that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of the Contractor is directed to FAR Subpart 9.5, "Organizational and Consultant Conflicts of Interest."

(b) The nature of the potential organizational conflict of interest in this acquisition is described below:

The Contractor may have access to sensitive or proprietary data of other companies located here at Ames Research Center.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the Contractor shall not engage in the following activities:

The Contractor shall not utilize nor disclose any of the sensitive or proprietary data it may have been authorized access to or gained other than to carry out its activities under this contract, and shall not engage in any Marketing Consulting Activity using any proprietary data obtained on this contract. This restriction shall remain in effect for the time period prescribed by law and/or regulation.

Notwithstanding the above paragraph, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

The Contracting Officer may specifically approve an exception to this prohibition.

(d) (1) If, in the performance of work under this contract, the Contractor has access to proprietary data of other companies, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data in performing any other contract for any additional study or studies in the same or a closely related field, without the explicit written permission of the owner of such data.

(2) If, in the performance of work under this contract, the Contractor enters into a separate agreement with a company for the protection of proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(3) The Contractor must educate its employees, through formal training, not to divulge the proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(4) The Contractor shall obtain from all employees having access to proprietary data under this contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, the proprietary data, trade secrets, confidential information, or restricted data received in connection with the performance of work under this contract.

(e) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor

entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this contract; and (iii) the Contractor's subcontractors that (A) operate various facilities at Ames Research Center, as delineated in the Statement of Work of this contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with research programs at Ames Research Center.

(f) The term "contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(g) The Contractor shall include paragraphs (a) through (f) of this clause in every subcontract.

[End of Clause]

#### H.12 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (MAR 1999)

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Paragraph 106, "Levels of Response," in the Ames Handbook and Emergency Preparedness Plan (AHB 1600.4), the Contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Paragraph 202, "Responsibilities," of the Handbook. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the Handbook that correlate with their respective COTR organization(s).

(End of Clause)

#### H.13 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91)(MAR 1999)

Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the Contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

##### DART Definition

This 90-person team is comprised of civil service, Contractor, and military personnel that work at Ames Research Center and Moffett Federal Airfield. The team composition includes scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialist, industrial hygienist, safety professionals, heavy equipment operators, administrative personnel,

managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, and Emergency Operations Center Administrative Support. The Emergency Services Office is responsible for the Moffett Field Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages Contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

H.14 CONTRACTOR MONTHLY ACCIDENT REPORTING (ARC 52.223-92)  
(MAR 2001)

In accordance with the Safety and Health Clause - NFS 18.52.223-70, and the Ames Health and Safety Manual - AHB 1700.1, the Contractor shall report accident and lost time injuries. Ames Research Center (ARC) collects this data in the Contractor Monthly Accident Reporting (CMAR) web-based system, through the submission of a monthly ARC 15 CMAR form which is located at <http://cmar.arc.nasa.gov/>. The CMAR system will assist the user via built in hyperlinks, to log into the system, complete the ARC 15 Form and other administrative activities.

The contractor shall ensure that accurate and complete data entry of the ARC 15 information is input monthly to the CMAR web-based system for its firm as well as all applicable subcontractors no later than the 10<sup>th</sup> day of the subsequent month. The contractor shall be responsible for input into the CMAR system of all changes (additions and/or deletions) for its applicable subcontractors.

(END OF CLAUSE)

H.15 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93)(JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government, which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

(1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;

(2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

#### H.16 HANDLING OF DATA (ARC 52.227-96)(JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding the above paragraph, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of Clause)

#### H.17 SEVERANCE PAY (ARC 52.231-90)(MAY 1993)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 160 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on-site at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding Contractor within ninety (90) days after completion of the current contract.

(End of Clause)

#### H.18 SPECIAL PROVISIONS

- (a) The Contractor will provide a web-based management information system (MIS) at no direct cost to the Government for use during the term of this contract.
- (b) **INDIRECT RATE CEILING:** In accordance with Enterprise Advisory Services' (EASI), Incorporated, Final Proposal Revision dated June 3, 2002, the following indirect rate is for G&A and is capped at 11.0%.

(End of Clause)

[END OF SECTION]

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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):

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

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITOL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (ALTERNATE III) (OCT 1997) Insert (c) Electronic media: 3 1/2 inch diskette or CD or Zip Disk formatted for a PC.
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (Applies to the full and Open competition portion of the solicitation only)
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-(Applies to small business set-aside portion of the solicitation only)
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING (Applies to small business set-aside portion of the solicitation only)
52.222-20	DEC 1996	WALSH-HEALY PUBLIC CONTRACTS ACT
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$ <u>TBD</u> " in paragraph (a).
52.222-3	AUG 1996	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	OCT 2000	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.225-1	FEB 2000	BUY AMERICAN ACT--SUPPLIES
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-12	JAN 1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (Long Form)
52.227-14	JUN 1987	RIGHTS IN DATA—GENERAL (ALT. IV) (JUN 1987) As modified by NFS 1852.227-14 (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-19	JUN 1987	COMMERICAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (this clause for contracts under \$50 million)
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	MAY 2001	PROMPT PAYMENT
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION Insert "no later than 15 days prior to submission of the first request for payment." in paragraph (b)(1)."
52.233-1	DEC 1998	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I)(JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-10	APR 1984	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.244-2	AUG 1998	(APR 1984) SUBCONTRACTS (ALTERNATE I)(AUG 1998) Insert "_____TBD_____" in paragraph (k).
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2001	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENT
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.204-76	JUL 2001	SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY INFORMATION RESOURCES.
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-79	MAR 1999	MENTOR REQUIREMENTS AND EVALUATION
1852.227-87	APR 1989	Transfer of Technical Data Under Space Station International Agreements
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.228-81	SEP 2000	INSURANCE -- PARTIAL IMMUNITY FROM TORT LIABILITY
1852.235-70	JUL 2000	CENTER FOR AEROSPACE INFORMATION - FINAL SCIENTIFIC AND TECHNICAL REPORTS
1852.237-70	JUN 1998	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APRIL 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

## I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)  
(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years for the R&T contract.

(End of clause)

I.5 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001)

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

"Small disadvantaged business concern" means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_\_ Offeror elects to waive the adjustment.

(d) *Agreements.*

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)  
(MODIFIED ARC/FEB 1997)

(a) In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this 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>EMPLOYEE CLASS</b>	<b>MONETARY WAGE</b>	<b>FRINGE BENEFITS</b>
Supervisory Aerospace Engineer	\$44.67	See (b)
Supervisory Aerospace Engineer	\$37.98	See (b)
Administrative Specialist	\$22.55	See (b)
Secretary (OA)	\$12.62	See (b)
AST, Life Sciences	\$37.98	See (b)
AST, Life Sciences	\$27.03	See (b)
Biological Lab Tech	\$18.64	See (b)
AST, Flight Systems	\$37.98	See (b)
AST, Flight Systems	\$27.03	See (b)
Engineering Technician	\$18.64	See (b)
Electronics Engineer	\$32.14	See (b)
Electronics Engineer	\$27.03	See (b)
Engineering Technician	\$22.55	See (b)
Engineering Technician	\$18.64	See (b)
Engineering Technician	\$12.30	See (b)

Education Specialist	\$18.64	See (b)
Technical Publications Writer	\$18.64	See (b)
Computer Specialist	\$28.65	See (b)
Computer Specialist	\$22.15	See (b)
Computer Engineer	\$32.14	See (b)
Computer Engineer	\$28.65	See (b)
Engineering Technician	\$18.64	See (b)

(b) Costs to the Government for employee fringe benefits for the class of service employees described above are estimated at an average of 28% of salary for all permanent employees as follows.

<u>Fringe Benefits</u>	<u>Percent of Salary</u>
Federal Employees Retirement System (FERS)	11.5
Thrift Saving Plan (TSP)	3.4
Social Security (FICA)	6.2
Medicare	1.5
Employee Life Insurance (FEGLI)	0.1
Employee Health Insurance (FEHB)	3.3
Combined Fringe Benefits	26.0

The paid holidays provided by law to Federal employees are:

- |                           |                     |
|---------------------------|---------------------|
| 1. New Year's Day         | 6. Labor Day        |
| 2. Martin Luther King Day | 7. Columbus Day     |
| 3. President's Day        | 8. Veterans Day     |
| 4. Memorial Day           | 9. Thanksgiving Day |
| 5. Independence Day       | 10. Christmas Day   |

(c) The amount of vacation or paid leave provided by law that would be given to Federal Employees is as follows:

- (1) Two hours of annual leave each week for an employee with less than three years of service.
- (2) Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- (3) Four hours of annual leave each week for an employee with fifteen or more years of service.

(End of Clause)

## I.7 OMBUDSMAN (NFS 1852.215-84) (JUN 2000) ALTERNATE I (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Thomas J. Moyles

Telephone: (650) 604-5963  
FAX: (650) 604-0031  
e-mail: [tmoyles@mail.arc.nasa.gov](mailto:tmoyles@mail.arc.nasa.gov)

Concerns, issues, disagreements, and recommendations, which cannot be resolved at the installation, may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0422, facsimile 202-358-3083, e-mail [sthomps1@hq.nasa.gov](mailto:sthomps1@hq.nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

[END OF SECTION]