

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES-- COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST-REIMBURSEMENT

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

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(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 as stated throughout Section C - DESCRIPTION/SPECIFICATION/WORK STATEMENT.

(End of Clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
None included by reference		

None included by reference

(End of Clause)

F.2 PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)

(a) PHASE-IN PERIOD

The Phase-In period of this contract shall begin on July 1, 2005 and continue through July 31, 2005.

(b) BASE PERIOD

The period of performance of this contract shall be from August 1, 2005 through June 30, 2010.

(c) AWARD TERM PERIOD(S)

The period of performance for this contract will be as stated above, unless modified under the award term provisions of this contract. (See H.16).

(End of Clause)

F.3 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)

The contractor shall perform the work under this contract at Moffett Field, CA 94035-1000, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE— LICENSING
1852.242-70	SEP 1993	TECHNICAL DIRECTION
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT

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" 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 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 Financial Management Division will make payment based on the issuance of a 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 below:

<u>EVALUATION PERIOD</u>	<u>FROM</u>	<u>TO</u>	<u>AWARD FEE AVAILABLE</u>
BASE PERIOD			
FIRST	08/01/05	01/31/06	TBD BY AMOUNTS SPECIFIED IN CTOs
SECOND	02/01/06	07/31/06	TBD BY AMOUNTS SPECIFIED IN CTOs
THIRD	08/01/06	01/31/07	TBD BY AMOUNTS SPECIFIED IN CTOs
FOURTH	02/01/07	07/31/07	TBD BY AMOUNTS SPECIFIED IN CTOs
FIFTH	08/01/07	01/31/08	TBD BY AMOUNTS SPECIFIED IN CTOs
SIXTH	02/01/08	07/31/08	TBD BY AMOUNTS SPECIFIED IN CTOs
SEVENTH	08/01/08	01/31/09	TBD BY AMOUNTS SPECIFIED IN CTOs
EIGHTH	02/01/09	07/31/09	TBD BY AMOUNTS SPECIFIED IN CTOs
NINTH	08/01/09	01/31/10	TBD BY AMOUNTS SPECIFIED IN CTOs
TENTH	02/01/10	06/30/10	TBD BY AMOUNTS SPECIFIED IN CTOs

(If Award Term periods are earned or lost, this clause will be modified to include the additional associated award fee periods.)

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.

(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 (NASA 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: **Naomi Castillo-Velasquez, M/S 243-1**
Moffett Field, CA 94035-1000
- (iii) Copy 2 -- Auditor
DCAA -- North County Branch
7675 Dagget Street, Suite 320
San Diego, CA 92111-2241
- (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 Centrally Reportable 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 Centrally Reportable Equipment that has an acquisition cost exceeding \$1,000.00;

- (i) Date of Purchase
- (ii) Purchase Order Number
- (iii) Item Description
- (iv) Quantity
- (v) Purchase Price

"Centrally Reportable 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 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:

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	Code EP, M/S 202A-3	Moffett Field, CA 94035-1000
Patent Representative	Code DL, M/S 202A-4	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. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be

included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of Clause)

**G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71)
(NOV 2004) (ALTERNATE I) (NOV 2004)**

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

- (a) NPR 4200.1E, NASA Equipment Management Manual
- (b) NPR 4200.2B, NASA Equipment Management Manual for Property Custodians w/Change 1 9/11/03
- (c) NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines
- (d) NPR 4100.1D, NASA Materials Inventory Management Manual.

The contractor shall establish and adhere to a system of written procedures for 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 record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
 - (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

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

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

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

(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 is listed in Attachment J.1(a)(3). 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) Computer time and storage to be made available to the Contractor for use in performance of this contract is identified on Attachment J.1(a)(3). An identification number and all necessary operating and access instructions for the provided system(s) will be supplied to the Contractor within TBD calendar days after the effective date of the contract. Questions concerning use or access of these system(s) should be directed to the NASA Project Manager.
- (f) Safety and fire protection for Contractor personnel and facilities.
- (g) Installation service facilities: Duplicating and copying; library; General use printers.
- (h) Fitness Center facilities under the following conditions:
 - (1) Applications shall be submitted to, and shall be processed by, the support service contractor currently operating the Fitness Center for the Government.
 - (2) The procedure for receiving and processing applications, obtaining a medical authorization from a licensed physician, and selection of applicants for participation will be similar to the procedure for Government employees.
 - (3) All individuals applying for participation shall sign a statement waiving the Government from any liability for personal injury during participation in Fitness Center activities.
 - (4) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty. In all instances of severe injury, or sudden life threatening illness (e.g. heart attack), the Emergency Medical Technician Squad shall be summoned immediately, by dialing 911. Referrals to tertiary care centers and for private physicians will be made in cases requiring long term follow-up, or when specific services required are unavailable on-site.
- (i) Cafeteria privileges for Contractor employees during normal operating hours.
- (k) Building maintenance for facilities occupied by Contractor personnel.
- (l) 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.
- (m) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE; Insert <u>14</u> in paragraph (c); Insert <u>3</u> in paragraph (e).
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I) (SEP 1989) (ALTERNATE II) (OCT 2000)

(End of Clause)

**H.2 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)
(ARC 52.203-91) (JUL 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.3 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 re-badged and to direct them and their suppliers to utilize only the designated gate.

(End of Clause)

H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (ARC 52.209-96) (MODIFIED) (DEC 2004)

- (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 invited 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 NASA-ARC simulation facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, private aircraft/airframe/avionics manufacturers conduct simulations in these facilities. The operations/maintenance Contractor will be responsible for all or major aspects of simulation operation from inception through post-test documentation of aircraft or avionics models that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. Access by the operations/maintenance Contractor to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest.
- (c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, engage in the following activities:

Significant commercial design, development or production of aircraft, airframes, aircraft engines, avionics systems, or flight controls and display systems.

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 Government-sensitive or third party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains sensitive/proprietary. In addition, the Contractor shall not be permitted to use such data for any purpose other than the performance of work under this Contract without the explicit written permission of the owner of such data. The Contractor shall treat such data in accordance with any restrictions imposed on such data as set forth in this Contract.
- (2) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a third party for the protection of sensitive/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 Government-sensitive or third party proprietary data 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 Government-sensitive or third party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing such data to others or using it for their own behalf.
- (e) The term "Contractor" as used in this clause shall include (i) the business unit executing this Contract with the Government; (ii) such business unit'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 the Simulation Facilities 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 in the Simulation Facilities.
- (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 there being any other contractor intervening.
- (g) The Contractor shall include paragraphs (a) through (f) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(End of Clause)

H.5 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2004)

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Section IV, Paragraph C., "Levels of Response," in the Ames Procedures and Guidelines Emergency Preparedness, Response and Recovery Program (APG 1601.4), the contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Section IV, Paragraph B., "Responsibilities," of the Procedures and Guidelines. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the APG that correlate with their respective COTR organization(s).

(End of Clause)

**H.6 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION
(ARC 52.223-91) (APR 2004)**

a. 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.

b. **DART Definition.** This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and 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.7 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.8 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 (2) above, 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.9 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 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on the service contract 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.10 KEY PERSONNEL AND FACILITIES (NASA 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.

Hardware Eng Technical Group Leader:
Site Manager:
Outreach Manager:



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(End of Clause)

H.11 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 10th 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.12 DATA RIGHTS—SPECIAL WORKS AND RESTRICTIONS ON DATA (DEC 2004)

The Contractor is hereby directed to assert copyright, or authorize assertion thereof, in special works data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee in accordance with Clause 52.227-17 Rights in Data-Special Works. The direction applies software extensions to the FutureFlight Central, the Vertical Motion Simulator Complex and the Crew Vehicle Systems Research Facilities (including but not limited to simulator and simulation specific software). This direction also applies to web site content, NASA presentations and other multimedia/audiovisual works, and facility engineering drawings produced under contract task orders. The Government may specify additional special works in contract task orders.

The Contractor is hereby instructed to handle and manage all simulation software and hardware for the Crew Vehicle Systems Research Facility (CVSRF), FutureFlight Central and the Vertical Motion Simulator Complex (VMSC) facilities in accordance with the handling, non-disclosure and other obligations of ARC 52.227-93 and ARC 52.227-96.

(End of Clause)

H.13 SUBCONTRACTING, DATA NOT FIRST PRODUCED UNDER THE CONTRACT AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED RIGHTS SOFTWARE (ARC 52.227-97) (OCT 2004)

It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

Offerors are reminded that as required by Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(End of Clause)

H.14 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of Clause)

H.15 NON-DIRECTED OUTREACH (DEC 2004)

In accordance with Section C, 3.5.2.2, the Contractor will notify the Contracting Officer in writing of any simulation related opportunities it wants to pursue through corporate outreach efforts. Such notification must be made prior to the Contractor initiating the pursuit. The Contracting Officer will concur or non-concur of such a pursuit in writing. Pursuits with which the Contracting Officer has concurred will be subject to receiving the minimum performance Incentive Fee.

The Government will not pay any direct labor costs nor Other Direct Cost (ODCs) associated with this effort. However, such costs could be included in the Contractor's indirect cost pool as allowable by its accounting systems' policy and procedures.

When a simulation related opportunity is negotiated between the customer (i.e. third party) and the Aviation Systems Division (Code AF), the associated Incentive Fee will then be negotiated between the Contracting Officer and the Contractor. The customer (i.e. third party) will pay for the all of the cost associated with their simulation requirement. These costs will include the Incentive Fee associated with each simulation. Because of the varying scope of such simulation opportunities, the Incentive Fee associated with each project will be negotiated on a case-by-case basis. If agreement between the customer and the Aeronautics Directorate cannot be reached, the Contractor will receive the minimum performance incentive fee. The cost and/or incentive fee associated with the simulations brought in through the non-directed outreach effort will be added, as required to the contract value (Clauses B.5 and B.6) via a modification to the contract.

(End of Clause)

H.16 AWARD TERM (DEC 2004).

- (a) **Period of Performance:** The contract "BASE" period of performance of five years may be increased or decreased in six or twelve-month increments in accordance with the contract's approved Award Fee/Term Performance Evaluation Plan (AFT PEP). It may be increased up to an additional five years, to a maximum of (10) ten years from the date of contract award or decreased by a maximum of 2 years and 6 months for a minimum of 2 years 6 months. These increases or decreases to the "BASE" period will be made by the Government based on the Contractor's performance in the areas of management and directed outreach as evaluated in accordance with the AFT PEP.
- (b) **AFT PEP:** The AFT PEP will be finalized and provided to the Contractor during the phase-in period. The AFT PEP will serve as the basis for any award term decisions. The AFT PEP may be unilaterally revised by the Government and re-issued to the Contractor prior to the commencement of any 6-month evaluation period or during any evaluation period with Contractor and the Contracting Officer approval. A Fee/Term Determination Official (FTDO) shall be appointed by the Government and is responsible for the overall award term evaluation and award term decisions.
- (c) **Award Term Administration:** The award term evaluation will be completed on an annual basis. The annual evaluation will consist of two successive 6-month "interim" evaluations that will be combined to obtain the "final" annual adjective rating. The first year of the contract will be evaluated on a "shadow" basis where the results will not be used in making an award term decision. Award term decisions that affect the period of performance will commence in the second contract year and will conclude at the end of contract year eight, if all terms have been awarded.
- (d) **Award Term Decisions:** For the evaluation periods at the conclusion of contract year two, the final annual adjectival rating must be a "very good" or above for the Contractor to receive additional contract term. For the evaluation periods at the end of years 3-8, the final annual adjective rating must be an "excellent" for the Contractor to receive additional contract term.
- (e) **Cancellation.** The Contracting Officer may cancel the award terms that the Contractor has earned if the government does not need the services or Congress does not appropriate sufficient funds for this effort. In addition, the Government reserves the right to cancel all award terms at no cost to the Government based on inconsistent Contractor performance. Inconsistent performance is defined as receiving an evaluation score that decreases twenty points or more from the previous period, in two or more successive evaluation periods. Neither cancellation of an award term that has not yet commenced, nor a decrease in the base period pursuant to paragraph (a) above will entitle the Contractor to any termination settlement or any other compensation.
- (f) **Automatic Re-competition Decision:** If the average Award Term rating during any yearly evaluation period is determined to be "poor/unsatisfactory" (an average numerical score below 61), the succeeding Award Term options are voided and become unavailable for affecting contract term. In addition, during the course of the Contract, if the Remaining Contract Term (RCT) falls below two years, the ensuing Award Term options are voided and become unavailable for increasing contract term.

- (g) **Contractor's Self-Assessment.** The Contractor's self-assessment is voluntary, but shall be submitted to the Contracting Officer within (5) five days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period should contain any information that the Contractor wishes to provide to the Performance Evaluation Board (PEB) and the FTDO for use in evaluating the Contractor's performance. The Contractor's self-assessment may not exceed (10) ten pages (8.5" x 11", not smaller than New Times Roman 12 point type).
- (h) **Award Term Extension.** If the annual award term evaluations result in an increase or decrease to the period of performance, a unilateral modification will be executed by the Government to reflect the increase or decrease in total contract value. Any increase or decrease to the contract value will be in accordance with the priced periods stated in Section B. In no event will the contract be extended beyond the 10-year period of performance via the award term process.

(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)**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	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 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED 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
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
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
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS

52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS, (ALTERNATE IV) Insert "See Section L" in paragraph (b)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert "30th" in Paragraph (a)(3)
52.219-4	OCT 2004	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert XXXXXXXXXX in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995) Insert None" in paragraph (b).
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-9	AUG 2000	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS

52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE 1) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (OCT 1995)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
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	OCT 2003	PROMPT PAYMENT (ALTERNATE I) (FEB 2002)
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	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
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
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE II) (APR 1984)

52.244-2	AUG 1998	SUBCONTRACTS Insert "Any with software license agreements" in paragraph (e) and [REDACTED] in paragraph (k) (ALTERNATE I) (AUG 1998)
		[REDACTED]
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.249-6	MAY 2004	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

CLAUSE NUMBER	DATE	TITLE
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES Insert "within 60 days" in paragraph (c).
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-71	MAR 1997	SHARED SAVINGS

(End of Clause)

I.2 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

- (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,

NASA Ames Research Center
 Lewis Braxton III
 Director of Center Operations; M/S 200-8
 Moffett Field, CA 94035-1000
 Telephone: (650) 604-5068
 FAX: (650) 604-1668
 Email: Lewis.S.Braxton@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 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@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.

(End of Clause)

I.3 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.

Employee Class	Monetary Wage	Fringe Benefits
Admin. Supp. Asst. (OA)	\$15.16	\$4.25
Engineering Technician	\$16.85	\$4.72
Engineering Technician	\$20.61	\$5.77
Engineering Technician	\$9.92	\$2.78
Engineering Technician	\$12.16	\$3.41
Engineering Technician	\$13.60	\$3.81
Engineering Technician	\$16.85	\$4.72
Engineering Technician	\$20.61	\$5.77
Engineering Technician	\$24.93	\$6.98
Office Automation Clerk	\$10.31	\$2.89
Office Automation Clerk	\$11.63	\$3.26
Office Automation Clerk	\$12.71	\$3.56
Office Automation Assistant	\$13.48	\$3.77
Admin. Supp. Asst. (OA)	\$15.16	\$4.25
Admin. Supp. Asst. (OA)	\$16.85	\$4.72
Admin. Supp. Asst. (OA)	\$18.66	\$5.23

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

	<u>Percent of Salary</u>
Federal Employees Retirement System	11.5
Thrift Saving Plan	3.4
Social Security (FICA)	6.2
Medicare	1.5
Employee Life Insurance (FELI)	0.1
Employee Health Insurance (FEHB)	5.3
Combined Fringe Benefit Cost	28.0

(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)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J – LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in responses to this solicitation are incorporated by reference in the resulting contract at time of award.

<u>Attachment No./Title</u>	<u>Pages</u>
1. Department of Labor Wage Determination No. 1994-2062, Revision No. 19	9
2. Contractor's Small Business Plan	12
3. Government Furnished Property List	4
4. Contract Data Requirements List	17
5. Contractor's Safety & Health Plan	71
6. Proprietary Software	2

(End of Clause)

[END OF SECTION]