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|-----------------------|--|---|--------------|----------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING DO-C9 | PAGE OF PAGES 1 / 71 |
|-----------------------|--|---|--------------|----------------------|

| | | |
|--|---------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. NNA10DF30C | 3. EFFECTIVE DATE 10/01/2010 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule |
|--|---------------------------------|---|

| | |
|---|--|
| 5. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-0001 | 6. ADMINISTERED BY (If other than Item 5) NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-0001 |
|---|--|

| | |
|---|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) IAP WORLD SERVICES INC 7315 N ATLANTIC AVE CAPE CANAVERAL FL 32920-3721 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
|---|--|

| | |
|--|--|
| 9. DISCOUNT FOR PROMPT PAYMENT NT30 | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12 |
|--|--|

| | |
|------------|---------------|
| CODE 7S660 | FACILITY CODE |
|------------|---------------|

| | |
|---|---|
| 11. SHIP TO/MARK FOR NASA/Ames Research Center M/S 241-1 Moffett Field CA 94035-0001 | 12. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division (FMD) Accounts Payable Bldg 1111, C Road NSSC-AccountsPayable@nasa.gov Stennis Space Center MS 39529-6000 |
|---|---|

| | |
|---|---------------------------------------|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) () | 14. ACCOUNTING AND APPROPRIATION DATA |
|---|---------------------------------------|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |

| | |
|-------------------------------|------------------|
| 15G. TOTAL AMOUNT OF CONTRACT | \$101,828,928.33 |
|-------------------------------|------------------|

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)
E. Kelly Hart, CPCM
Director, Contracts & Export Control

20A. NAME OF CONTRACTING OFFICER
Rachel R. Khattab

19B. NAME OF CONTRACTOR
BY E. Kelly Hart
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA
BY Rachael R. Khattab
(Signature of the Contracting Officer)

19C. DATE SIGNED
9/21/2010

20C. DATE SIGNED
9/21/2010

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNA10DF30C

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NAME OF OFFEROR OR CONTRACTOR
IAP WORLD SERVICES INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|----------------|
| | This procurement is to provide Facilities Maintenance Services at NASA Ames Research Center (ARC). The Contractor shall provide all resources, other than those identified as provided by the Government, as necessary to provide Facilities Maintenance Services at ARC as prescribed in the SOW. INCO TERMS 1: FOB INCO TERMS 2: Destination FOB: Destination | | | | |
| 001 | Phase-In Obligated Amount [REDACTED] B-X Requisition No: 4200358452 | | | | [REDACTED] B-X |
| 002 | FFP Base Period 12/1/2010 thru 9/30/2013 Amount: [REDACTED] (Option Line Item) B-X | | | | |
| 003 | IDIQ Base Period 12/1/2010 thru 9/30/2013 Amount: [REDACTED] (Option Line Item) B-X | | | | [REDACTED] B-X |
| 004 | CPFF Base Period 12/1/2010 thru 9/30/2013 Incrementally Funded Amount: [REDACTED] B-X Requisition No: 4200358454 | | | | [REDACTED] B-X |
| 005 | FFP Option 10/1/13-9/30/15 Amount: [REDACTED] (Option Line Item) | | | | |
| 006 | IDIQ Option 10/1/13-9/30/15 Amount: [REDACTED] (Option Line Item) B-X | | | | |
| 007 | CPFF Option 10/1/13-9/30/15 Amount: [REDACTED] (Option Line Item) B-X | | | | |

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated as Attachment J.2.

(a) This is a hybrid contract consisting of the following contract line item numbers (CLINs): Firm Fixed Price (FFP) (CLINs 01, 02 and 06), Firm Fixed Price/Indefinite Delivery Indefinite Quantity (FFP/IDIQ) (CLINs 03 and 07) and Cost Plus Fixed Fee (CPFF) (CLINs 04 and 08 - Cost)(CLINs 05 and 09 – Fixed Fee) contract. 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 Description/Specifications/Statement of Work in Section C.

BASE PERIOD

| 1. CLIN | 1. Description | 3. Quantity | 4. Unit | 5. Price/Cost |
|---------|--|-------------|-------------|--|
| 01 | Facilities Maintenance Services for the FFP portion of the Phase-In Period set forth in Section F, paragraph F.2(a).* | 1 | Job | \$ [REDACTED] <i>B-4</i> (Attachment J-1.01, Base Period Totals Year 1, Line 1D) |
| 02 | Facilities Maintenance Services for the FFP portion of the Base Period (excluding the Phase-In Period) set forth in Section F, paragraph F.2(b). | 1 | Job | \$ [REDACTED] <i>B-4</i> (Attachment J-1.01, line 1A + J-1.02, line 2A + J-1.03, line 3A) |
| 03 | Facilities Maintenance Services for the FFP/IDIQ portion of the Base Period set forth in Section F, paragraph F.2(b). | TBD | Task Orders | \$ <u>Based on task orders</u> |
| 04 | Facilities Maintenance Services for the Cost portion of the Base Period set forth in | 1 | Job | \$ [REDACTED] <i>B-4</i> (Attachment J-1.01, line 1C + J-1.02, line 2C + J-1.03, line 3C) |

| | | | | |
|----|--|---|-----|--|
| | Section F, paragraph F.2(b). | | | |
| 05 | Facilities Maintenance Services for the Fixed Fee portion of the Base Period set forth in Section F, paragraph F.2(b). | 1 | Job | \$ [REDACTED] ^{B-4} (Attachment J-1.01, line 1C + J-1.02, line 2C + J-1.03, line 3C) |

* The Phase-In Period will be awarded as one fixed price line item only. No IDIQ or CPFF work will be performed during the Phase-In period.

(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 2000), 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 Description/Specification/Statement of Work set forth in Section C.

OPTION PERIOD

| 1. CLIN | 2. Description | 3. Quantity | 4. Unit | 5. Price/Cost |
|---------|---|-------------|-------------|--|
| 06 | Facilities Maintenance Services for the FFP portion of the Option Period set forth in Section F, paragraph F.2(c). | 1 | Job | \$ [REDACTED] ^{B-4} (Attachment J-1.04, line 4A + J-1.05, line 5A) |
| 07 | Facilities Maintenance Services for the FFP/IDIQ portion of the Option Period set forth in Section F, paragraph F.2(c). | TBD | Task Orders | \$ <u>Based on task orders</u> |
| 08 | Facilities Maintenance Services for the Cost portion of the Option Period set forth in Section F, paragraph F.2(c). | 1 | Job | \$ [REDACTED] ^{B-4} (Attachment J-1.04, line 4C + J-1.05, line 5C) |
| 09 | Facilities Maintenance Services for the Fixed Fee portion of the Option Period set forth | 1 | Job | \$ [REDACTED] ^{B-4} (Attachment J-1.04, line 4C + J- |

Funds clause, equals the maximum amount stated in paragraph (a).

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

(e) The maximum amount may be adjusted unilaterally by the Government. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount.

(End of clause)

B.7 1852.232-81 CONTRACT FUNDING. (JUN 1990) (Applicable to CLINs 04, 05, 08 and 09 if exercised only)

(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 [REDACTED] ^{B-X} This allotment is for CLINs 04, 05, 08 and 09 and covers the following estimated period of performance: 12/1/10-12/17/10.

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

| SUMMARY OF CONTRACT FUNDING | FROM | BY | TO |
|--|--|--|---|
| Cost (CLINs 04 - and 05 if exercised) | [REDACTED] | [REDACTED] | [REDACTED] ^{B-X} |
| Fixed Fee (CLINs 08 - and 09 if exercised) | TBD | TBD | TBD |
| Total Cost Plus Fixed Fee | [REDACTED] | [REDACTED] | [REDACTED] ^{B-X} |

(End of clause)

B.8 LIMITATIONS ON PERIOD OF PERFORMANCE (Applicable to CLINs 03 - and 07 if exercised)

The period of performance for issuing contract task orders under this contract is for 34 months from the effective date of the beginning of the base period of the contract. This contract also includes one (1) two-year option for additional ordering periods if exercised by the Government. Each individual contract task order (CTO) will include its own period of performance.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment J.2 Statement of Work entitled Facilities Maintenance Services

(End of text)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION.(SEP 2005)

D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) *D.1* at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)

E.2 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)

E.3 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E.4 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E.5 52.246-15 CERTIFICATE OF CONFORMANCE. (APR 1984)

E.6 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

E.7 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

| | Title | Number | Date |
|-------------------------------------|------------------------------|------------|--------------|
| <input checked="" type="checkbox"/> | Ames Management System (AMS) | APR 1280.1 | Latest Issue |

(End of clause)

E.8 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS. (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

| Item | Quality Assurance Location | Function |
|------|--------------------------------|----------------------------|
| All | Ames Research Center (ARC) | Inspections and acceptance |
| All | Moffett Airfield Complex (MAC) | Inspections and acceptance |
| All | Moffett Housing Annexes (MHA) | Inspections and acceptance |

(End of clause)

E.9 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)

(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 3 copies, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. 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.10 CONTRACT PRICE DEDUCTIONS

(a) This contract is performance based and utilizes various means to calculate deductions if the Contractor fails to perform or performs unsatisfactorily. The Pricing Schedules, Performance Requirements Summary (PRS), and Contract Task Orders will be used in determining monthly deductions. The Contractor's self-evaluation of performance and the PRS will be utilized to assess the Contractor's overall performance during the year and to determine deductions pursuant to the clause "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES", Paragraph E.11.

(b) Notwithstanding the provisions of FAR clause 52.233-1 entitled "Disputes" in Section I of this contract, no claim shall be submitted for monthly contract adjustments for any deductions taken pursuant to the clause "Consequences of Contractor's Failure to Perform Required Services", paragraph E.6 that in the aggregate for each month do not exceed \$10,000. These adjustments shall be considered final and not subject to the "Disputes" clause in Section I of this contract.

(c) The Government and the Contractor will develop, after contract award, a mutually acceptable alternative for resolving disagreements on price deductions under the \$10,000 monthly threshold that may arise during the performance of this contract.

(d) For contract price deduction methodology, see Attachment 4, Section J.1(a).

(End of clause)

E.11 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

1. Firm Fixed Price Work.

(a) The Contractor will be held to the full performance of this contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of non-conforming (non-performed work, unsatisfactory work, and exceeding allowable system availability loss) supply or service as specified below. Continued failure of performance and quality control by the Contractor may result in termination for default.

(1) The Government may apply an inspection technique that covers all or part of the work to either assess the Contractor's performance or determine the amount of payment due or both on a monthly basis. If the Contractor has demonstrated a repetitive trend of non-performed, unsatisfactory work, exceeding allowable system availability loss, or marginal or unsatisfactory quality control, deductions may be taken for each incident. See Attachment 4, Section J.1(a), for contract price deduction methodology.

(2) A SOW contract requirement may be composed of several subtasks called work requirements. A SOW contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases,

partial deductions may be taken from the Contractor's invoice. The Government reserves all rights for partially completed work as set forth below:

(b) The Government will give the Contractor written notice of deficiencies by copies of the inspector's reports or write-ups, electronic mail notifications, copy of the Receival and Inspection Report (ARC 76), or otherwise prior to deducting for non-performed or unsatisfactory work. Therefore:

(1) **In the case of non-performed work**, the Government:

(i) Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the FPPS and the PRS per Attachment 3, Section J.1(a), or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (ii) below and satisfactorily completes the work;

(ii) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the approval of the COTR and the CO, but in no event longer than six (6) hours in the case of daily services, or within a negotiated fixed period of time in the case of all other services, of the notice to the Contractor of such non-performance, at no additional cost to the Government; or

(iii) May, at its option, perform the services by Government personnel or other means. Should the Government be required to perform the deficient services by Government or other personnel, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits), plus material and equipment costs, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established in the Pricing Schedules, wage determinations included in the contract, or the Means Facilities Maintenance and Repair Cost Data may be utilized in establishing the deduction amount for deficient services.

(2) **In the case of unsatisfactory work**, the Government:

(i) May deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in the FPPS and the PRS per Attachment 1, Section J.1.(a), or provided by other provisions of the contract; unless the Contractor is afforded an opportunity to re-perform pursuant to (ii) below and satisfactorily completes the work;

(ii) May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the COTR and approval by the CO, but in no event longer than six (6) hours in the case of daily services, or within a negotiated fixed period of time in the case of all other services, of the notice to the Contractor of such unsatisfactory work, at no additional cost to the Government pursuant to Section E FAR clause 52.246-4, "Inspection of Services-Fixed Price", paragraph (e).

(iii) May, at its option, perform the services by Government personnel or other means. Should the Government be required to correct the unsatisfactory work by Government or other personnel, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits), plus material and equipment costs, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established in the Pricing Schedules, wage determinations included in the contract, or the Means Facilities Maintenance and Repair

Cost Data may be utilized in establishing the deduction amount for unsatisfactory work.

(3) In the case of exceeding allowable system availability loss requirements, the Government:

(i) May, at its option, deduct from the Contractor's invoice, \$1000 for each occurrence over the allowed availability loss per system up to the allowed response and repair time limits. If the system loss exceeds the first time limitation specified, the Government may deduct from the Contractor's invoice an additional \$2000 for each system that is not available within the second time limitation specified. The time limitations will be in increments of the repair times stated in the attachments located in Section J related to Section C. If the availability loss continues, the Government may continue to deduct an additional \$2000 for each time limitation period exceeded. However, the maximum deduction shall be no greater than 50 percent of the average daily contract value for the fixed price work (i.e. 1/2 the total annual fixed price work amount divided by 365 days).

Example 1: If a fire alarm system has 2 (two) occurrences of partial availability loss during the month, and the second outage occurred during regular hours and took 30 hours to be functional again, the Government may deduct \$1000 for the first 24 hours, and \$2000 for the second 24 hour period, totaling \$3000.

Example 2: If the water cooled A/C system in Building 258 (classified as a critical system) went down outside regular hours and it took seven (7) hours to be functional again, the Government may deduct \$1000 for the first three (3) hours (1 hour response time plus 2 hour repair time), \$2000 for the next two (2) hours, and \$2000 for the next two (2) hours, totaling \$5000.

(c) Should the Government elect (b)(1)(iii) or (b)(2)(iii) above, the Government will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means, that performed the services. If the actual costs cannot be readily determined, the prices set out in the Pricing Schedules, and the performance requirements stated in the PRS will be utilized in establishing a deduction amount.

(d) Where the Government exercises its options in (b)(1)(ii) or (b)(2)(ii), the Contractor's original inspection results shall not be modified upon re-inspection. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.

(e) The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, for being grounds for termination in accordance with FAR Part 52.249-8, "Default (Fixed Price Supply and Service)", in Section I.

2. Indefinite Delivery Indefinite Quantity (IDIQ) Work.

(a) The Contractor will be held to the full performance of this contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of non-conforming (non-performed work, unsatisfactory work) supply or service as specified in Attachment 4, Section J.1(a). Continued failure of performance and quality control by the Contractor may result in termination for default.

(b) The Government may apply an inspection technique which covers all or part of the work to either assess the Contractor's performance or determine the amount of payment due or both on any contract task order. If the Contractor has demonstrated a repetitive trend of non-performed work, unsatisfactory work, or marginal or unsatisfactory quality control, deductions may be taken on each contract task order. Should the Government be required to perform the deficient services by Government or other personnel, the Government will further reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits), plus material and equipment costs, or the actual costs of other means that accomplished the services. If the actual costs cannot be readily determined, the prices established in the Pricing Schedules, wage determinations included in the contract, or the Means Facilities Maintenance and Repair Cost Data may be utilized in establishing the deduction amount for deficient services.

(End of clause)

E.12 CONTRACTOR'S SELF-EVALUATION OF PERFORMANCE

The Contractor shall submit a self-evaluation of performance annually to the CO and COTR as prescribed in the Statement of Work. This self-evaluation is due 30 calendar days after the performance evaluation period ends. The evaluation shall include back-up data, analyses of work to include Preventive and Predictive Maintenance (PMs and PdMs), IDIQ contract task orders, trouble calls, Reliability Centered Maintenance (RCM) program, performance metrics, summary of all reports, documentation of any problems that occurred during the year and other relevant information.

(End of clause)

E.13 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

(a) The contract requirements listed in the PRS (Attachment 3, Section J.1(a)) summarize specific tasks that are to be performed under this contract. The performance requirements associated with all contract requirements are shown on the PRS and include:

(1) Contract Requirements. A series of subtasks associated with the Contract Requirements for each applicable section of Section C.

(2) Weight. The value of each Contract Requirement is specified as a percentage of the total amount of all Contract Requirements shown in Section C. The percentages shown represent maximum amounts and are based on judgment; taking into account both the costs incurred by the Contractor in carrying out a particular Contract Requirement and the detriment to the Government if the Contract Requirement is not satisfied.

(3) Standard of Performance. The Standard of Performance for each Contract Requirement is identified on the PRS with a reference to the respective paragraph in Section C that specifies in detail the work to be performed.

(4) Evaluation Criteria. Contract Requirement evaluation criteria are identified in Sections C4 through C20 of the Statement of Work.

(a) The primary basis for deductions is defined in Attachment 4, Section J.1(a).

(End of clause)

E14. CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) *E.1 through E.6* at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F.2 52.247-34 F.O.B. DESTINATION. (NOV 1991)

F.3 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES. (APR 1984)

F.4 PERIOD OF PERFORMANCE

(a) PHASE-IN PERIOD

Phase-In shall be for sixty (60) days beginning on the effective date of this contract.

(b) BASE PERIOD

The base period of performance shall be thirty four (34) months following the Phase-in period.

(c) OPTION PERIOD

If exercised, the period of performance of this option shall be twenty four (24) months following the Base Period.

(End of clause)

F.5 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s):

NASA Ames Research Center, Moffett Airfield Complex (MAC), Moffett Housing Annexes (MHA), auxiliary facilities and at such other locations as may be directed by the Ames Research Center Contracting Officer. See attachment 2.01.04 in Section J.

(End of clause)

F.6 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Attachment 5, Section J.1(a), "Contract Data Requirements List (CDRL)." Reports specific to contract task orders will be specified in the individual contract task order.

(End of clause)

F.7 NOTICE OF DELAY (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)

F.8 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) *F.1 through F.3* at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.227-70 NEW TECHNOLOGY. (MAY 2002)

G.2 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING. (DEC 1987)

G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.4 1852.216-75 PAYMENT OF FIXED FEE. (DEC 1988) (Applicable to CLINs 05 and 09 if exercised)

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

(End of clause)

**G.5 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)
(Applicable to CLINs 04, 05, 08 and 09 if exercised)**

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

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

NASA Shared Services Center (NSSC)
FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax number: (866) 209-5415
E-mail: NSSC-AccountsPayable@nasa.gov

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

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

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

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office.

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

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

NASA Shared Services Center (NSSC)
 FMD Accounts Payable
 Bldg. 1111, C Road
 Stennis Space Center, MS 39529
 Fax number: (866) 209-5415
 E-mail: NSSC-AccountsPayable@nasa.gov

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

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

(End of clause)

G.6 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (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:

| Title | Office Code | Address (including zip code) |
|-------------------------------|-------------|---|
| New Technology Representative | Code VP | NASA/Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000 |
| Patent Representative | Code DL | NASA/Ames Research Center 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 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.7 1852.242-70 TECHNICAL DIRECTION. (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) of this clause, 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.8 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY. (DEVIATION) (SEP 2007) (Applicable to CLINs 04, 05, 08 and 09 if exercised)

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

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

(i) Justify the need for the property;

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

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

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

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

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

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

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

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

(End of clause)

**G.9 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(DEVIATION) (SEP 2007) -- ALTERNATE I (DEVIATION) (SEP 2007)**

(a) The Government property described in paragraph (c) of this clause may 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 unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149,

Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location*and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

(c) The following property and services are provided if listed below.

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

(2) Office furniture. (CPFF personnel only)

(3) Property listed in Attachment 2.03, Section J.

(i) 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.

(ii) 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.

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

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

(6) Installation service facilities: see Attachment 2.03.01, Section J

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

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

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

(End of clause)

G.10 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES. (DEVIATION) (SEP 2007)

(a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to FAR 52.245-1, Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.

(c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances, or when sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).

(d) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss, damage, or destruction of such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, damage, or destruction that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the Changes clause of this contract.

(e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

(End of clause)

G.11 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (SEP 2007)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: *[Insert name and address of appropriate NASA Center office.]*, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of clause)

**G.12 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT.
(DEVIATION) (SEP 2007)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques", and NASA Standard (NASA-

STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts". This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.

(2) Item condition.

(3) Date last serviced.

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

NASA Ames Research Center
Shipping and Receiving
M/S 255-23
Moffett Field, CA 94035-1000
Marked for: **Error! Reference source not found.**, COTR

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

(End of clause)

G.13 1852.245-75 PROPERTY MANAGEMENT CHANGES. (DEVIATION) (SEP 2007)

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

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting

loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA/Ames Research Center
Attn: Industrial Property Officer
M/S 255-3
Moffett Field, CA 94035-1000
(650) 604-6882
Maria-elena.Lopez-1@nasa.gov

(End of clause)

G.14 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (DEVIATION) (SEP 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment 2.03, Section J of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at Moffett Field and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

G.15 1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2. (SEP 2007)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment 2.03, Section J of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at Moffett Field and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

G.16 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (DEVIATION) (SEP 2007)

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

- (1) The Contractor shall inventory -
 - (i) Items of property furnished by the Government;
 - (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
 - (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
 - (iv) Complete but undelivered deliverables.
- (2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.
 - (b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.
 - (1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and
 - (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
 - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
 - (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,
 - (i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and
 - (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.
 - (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.
 - (c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall -
 - (1) Provide a summary showing number and value of items inventoried; and
 - (2) Include additional supporting reports of -

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

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

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

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

(End of clause)

G.17 SUBMISSION OF INVOICES (JUN 2008) (Applicable to CLINs 01, 02 and 03, and 06 and 07 if exercised)

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

This is the designated billing and payment office for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of Clause)

G.18 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) *G.1 through G.3* at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.3 1852.216-80 TASK ORDERING PROCEDURE. (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 [] 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 which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (End of clause)

H.4 1852.223-70 SAFETY AND HEALTH. (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the

extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

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

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

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

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures

under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT), (MAR 1989)

(a) Of the total price of items 01 through 03 (and 06 through 07 if exercised) of Section B.1, Supplies/Services To Be Provided, the sum of \$ [REDACTED] is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

| SCHEDULE FOR ALLOTMENT OF FUNDS | |
|---------------------------------|----------------|
| Date | Amount |
| Phase In | [REDACTED] B/K |
| Basic Contract (FFP + IDIQ/FFP) | TBD |
| | [REDACTED] B/K |

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until 12/1/10.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

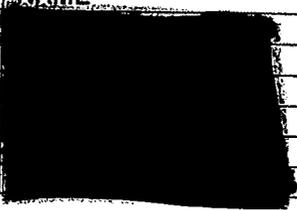
(End of clause)

H.6 1852.235-71 KEY PERSONNEL AND FACILITIES. (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 |
|--|--|
| Program Manager |  |
| Maintenance Engineering Manager | |
| Operations Manager | |
| IDIQ Manager | |
| HR/Support Services Manager | |
| Environmental, Safety and Health Manager | |

B-K

(End of clause)

H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992) -- ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost

under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.8. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated 9 August 2010 are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.9 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS

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

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

*NAICS Industry Subsectors Dollar Target Percent of Contract Value

| <u>Subsectors</u> | <u>Dollars</u> | <u>Percent of Contract Value</u> |
|-------------------|----------------|----------------------------------|
| [REDACTED] | [REDACTED] | [REDACTED] B-X |
| [REDACTED] | [REDACTED] | [REDACTED] B-X |

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce (See Internet at <http://www.census.gov/epcd/www/naics.html> for Department of Commerce NAICS Industry Subsectors.)

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

Name of Concern(s):N/A

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

(c) If the prime offeror is an SDB (including joint venture partners and team members) that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor in authorized Department of Commerce NAICS Industry Subsectors is as follows:

Dollars Percent of Contract Value

| <u>Subsectors</u> | <u>Dollars</u> | <u>Percent of Contract Value</u> |
|-------------------|----------------|----------------------------------|
| N/A | | |

(End of clause)

H.10 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.11 MANAGEMENT AND PROTECTION OF DATA (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.12 HANDLING OF DATA (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.13 SUBCONTRACTING & DATA RIGHTS (OCT 2006)

(a) 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.

(b) Pursuant to 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.

(End of Clause)

H.14 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (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 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status

information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(End of clause)

H.16 INCORPORATION OF THE CONTRACTOR'S PROPOSAL (ARC 52.215-95)

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "Facilities Maintenance Services" is hereby incorporated into the contract by reference.

(End of clause)

H.17 SEVERANCE PAY (ARC 52.231-90) (JUN 2008)

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.18 CONTRACTOR PURCHASING (ARC 52.231-91)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may be required to carry out limited purchasing functions in performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by

the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs), and directed subcontracts without appropriate justification and approval (see NFS 1806.303-170).

The Contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(End of clause)

H.19 PERFORMANCE ASSESSMENT (ARC 52.242-90)

(a) As part of the Government's surveillance activities, a periodic performance assessment will be conducted under this contract. Information from the assessment may be provided to the contractor for corrective actions and performance improvement. Additionally, these assessments may be considered when the government is considering exercising an option, and may be reviewed as part of the past performance evaluations for future NASA requirements and may be ascertained by other organizations requesting past performance information.

(b) Examples of performance factors that may be used by the Government include but are not limited to the following:

OVERALL MANAGEMENT

Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).

QUALITY

Quality of the work performed under the contract or task order.

TIMELINESS

Timeliness of completing the contract or task order milestones and submitting deliverables.

PRICE/COST

Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.

OTHER

Ability to meet the small business goals set forth in the Contractor's subcontracting plan. Ability

to manage subcontracts in support of the contract effort. Ability to ensure safety, and compliance with environmental impact restrictions.

(c) Periodic feedback to the Contractor will include an assessment of overall contract performance.

(End of clause)

H.20 NON-PERSONAL SERVICES

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(End of clause)

H.21 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) *H.1 through H.2* at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

NNA10DF30C

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

- I.1 52.202-1 DEFINITIONS. (JUL 2004)
- I.2 52.203-3 GRATUITIES. (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)
- I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)
- I.11 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)
- I.12 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)
- I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
- I.14 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
- I.15 52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS. (MAR 2009)
- I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
- I.17 52.211-18 VARIATION IN ESTIMATED QUANTITY. (APR 1984)
- I.18 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (MAR 2009)
- I.19 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- I.20 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (OCT 1997)

- I.21 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**
- I.22 52.215-12 SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)**
- I.23 52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**
- I.24 52.215-14 INTEGRITY OF UNIT PRICES. (OCT 1997)**
- I.25 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2004)**
- I.26 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)**
- I.27 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)**
- I.28 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 1997) - ALTERNATE III (OCT 1997)**
- (c) Submit the cost portion of the proposal via the following electronic media: CD or USB 2.0 Flash Memory Device
- I.29 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)**
- I.30 52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2002)**
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.
- I.31 52.216-8 FIXED FEE. (MAR 1997)**
- I.32 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JUL 2005)**
- Offeror elects to waive the evaluation preference.
- I.33 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**
- I.34 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) - ALTERNATE II (OCT 2001)**
- I.35 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**
- I.36 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING. (APR 2008)**
- I.37 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)**