

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (18 CFR 360)		RATING		PAGE 1 OF 44 PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. NNS04AB55C		3. EFFECTIVE DATE 09/01/2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 4200074615, 4200067405, and 4200074789			
8. ISSUED BY NASA/John C. Stennis Space Center Bldg. 1100/BA32 Stennis Space Center, MS 39529-6000 R. Mann (228) 688-3977 richard.j.mann@nasa.gov		CODE		8. ADMINISTERED BY (If other than item 6)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Applied Geo Technologies, Inc. (AGT) 390 Industrial Road Choctaw, MS 39350				9. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
11. SHIP TO MARK FOR CODE		CAGE: 3DY06		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G.2	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 18 USC 2304(e) (5) <input type="checkbox"/> 41 USC 253(e) ()				12. PAYMENT WILL BE MADE BY CODE See Section G.2			
14. ACCOUNTING AND APPROPRIATION DATA PR # 4200074615: \$495,000 PR # 4200067405: \$10,000 PR # 4200074789: \$16,034.76 Total Obligated on Basic Award: \$521,034.76				15. TOTAL AMOUNT OF CONTRACT \$ 4,030,120.00			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
		Laboratory services at SSC as described in Section C.				15E. UNIT PRICE	
						15F. AMOUNT	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19a. NAME AND TITLE OF SIGNER (Type or print) Allen R. Jones, President				20a. NAME OF CONTRACTING OFFICER JAMES D. HUK			
19b. NAME OF CONTRACTOR AGT				20b. UNITED STATES OF AMERICA			
19c. DATE SIGNED 2 August 2004				20c. DATE SIGNED 8/2/04			

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES TO BE FURNISHED

The Contractor shall perform Laboratory Services for the John C. Stennis Space Center (SSC) in support of NASA, resident agencies and commercial tenants at the SSC in accordance with the Work Statement included in Section C for the period specified in Contract Section F-2 Period of Performance.

(END OF CLAUSE)

B.2 CONTRACT TYPE

This contract is a Cost Plus Incentive Fee contract with multiple incentives.

(END OF CLAUSE)

B.3 ESTIMATED COST AND INCENTIVE FEE (NFS 1852.216-84) (OCTOBER 1996)

- a. The target cost of this contract is **\$3,697,358**, including phase-in costs of **\$24,272**. The target fee of this contract is **\$332,762**. The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are **\$4,030,120**.
- b. The maximum fee is **\$332,762**.
- c. The minimum fee is the base fee listed for each year in the Table in Section B.5.
- d. The cost sharing for cost underruns is:
Government 100 percent Contractor 0 percent.
- e. The cost sharing for cost overruns is:

Amount of overrun	Government Share	Contractor Share
0 – 5.00%	100	0
5.01 – 10.00%	75	25
10.01 – 15.00%	50	50
> 15.00%	0	100

(END OF CLAUSE)

B.4 INCENTIVE FEE PLAN

This performance based CPIF contract contains incentive features for cost and technical performance. An incentive fee arrangement will be applied based on actual cost incurred as compared to negotiated target cost. An incentive fee arrangement will be applied with regards to the Performance Requirements Summary (PRS) identified in Attachment J-5. The Government reserves the unilateral right to change the frequency of the measurement periods.

B.5 ESTIMATED COSTS AND FEES (INCLUDING OPTION YEARS) See Mod #1

Period	Period Covered	Target Cost	Target/Maximum Cost Fee	Performance Incentive Fee (PIF)	Total Fee Pool	Target Cost + Fee Pool	Base Fee %	Base Fee \$	Target Cost Plus Base Fee
Basic	9-1-04 to 8-31-05	3,697,358	66,552	266,210	332,762	4,030,120	4%	147,894	3,845,252
Option 1	9-1-05 to 8-31-06	3,838,898	69,100	276,401	345,501	4,184,399	3%	115,167	3,954,065
Option 2	9-1-06 to 8-31-07	3,983,316	71,700	286,799	358,499	4,341,814	2%	79,666	4,062,982
Option 3	9-1-07 to 8-31-08	4,151,701	74,731	298,922	373,653	4,525,354	1%	41,517	4,193,218
Option 4	9-1-08 to 8-31-09	4,337,987	78,084	312,335	390,419	4,728,406	0	-	4,337,987
Total		\$20,009,260			\$1,800,833	\$21,810,093			\$20,393,505

Phase-in costs of \$24,272 are included in the Basic Period Target Cost. Phase-out costs of \$39,114 are excluded from the table above. Phase-out costs may be added by modification to the contract when and if applicable.

(END OF CLAUSE)

B.6 CONTRACT FUNDING (NFS 1852.232-81)(JUN 1990)

a. For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$503,287.76**. The allotment is for the Basic contract, and covers the following estimated period of performance: September 1, 2004 through September 30, 2004.

b. An additional amount of **\$17,747.00** is obligated under this contract for payment of fee.

(END OF CLAUSE)

B.7 SPECIAL COST PROVISIONS

a. Severance Pay - Reimbursement for severance pay shall be in accordance with the provisions of the Federal Acquisition Regulation (FAR) 31.205-6(g). However, in no event shall the Government reimburse the Contractor for the cost of severance pay for any individual Contractor employee who voluntarily elects to stay in place and work for a succeeding Contractor. This provision shall apply to any extension thereof.

b. Recruitment/Relocation Costs - Reimbursement for relocation costs shall be in accordance with FAR 31.205-34 and FAR 31.205-35.

It is mutually agreed that upon expiration or termination of this Contract, the Contractor shall not be entitled to reimbursement under this Contract for cost of relocating employees to their "home" site or any other gaining Contracting activity. No relocation costs will be reimbursable under this Contract for employees whose residence at time of hiring was within a seventy-five (75) mile radius of the John C. Stennis Space Center. The estimated cost for Recruitment/Relocation for the specified periods are as follows:

Period	Estimated Cost
9/1/04 - 8/31/05	\$0
9/1/05 - 8/31/06	\$0
9/1/06 - 8/31/07	\$0
9/1/07 - 8/31/08	\$0
9/1/08 - 8/31/09	\$0

The Contractor may request Government approval of Recruitment/Relocation costs that arise due to circumstances not foreseeable at the time of contract award. The Government reserves the right to approve or disapprove any such request.

c. Travel

1. It is recognized that the extent of travel of the Contractor necessary in the performance of all work required hereunder can only be estimated. Therefore, this section is established for the purpose of providing appropriate provisions relating to the administration and control of all travel to be performed.

2. In performing travel hereunder, the Contractor shall comply with the provisions of FAR 31.205-46.

3. All travel charged as a direct cost to the contract must be approved in advance by the Stennis Work Request (SWR) requester. When requested by the customer at the completion of each such trip, a short summary will be provided to the customer. All foreign travel must be approved in advance by the Contracting Officer, pursuant to NFS 1852.242-71, Travel Outside of the United States.

4. The estimated costs for travel for the specified period are as follows:

Period	Estimated Cost
9/1/04 - 8/31/05	\$35,000
9/1/05 - 8/31/06	\$35,000
9/1/06 - 8/31/07	\$35,000
9/1/07 - 8/31/08	\$35,000
9/1/08 - 8/31/09	\$35,000

d. Contract Adjustments

Under this contract, there will be recurring work that is of an unpredictable nature in terms of the timing of the work. However, this work is included in the baseline requirements. After award of the contract, the Government does not contemplate changing the estimated cost and fees of the contract unless there are programmatic changes in scope expansions or deletions of the Performance Work Statements, or changes in Government-Directed Cost as specified in this section.

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 General

National Aeronautics and Space Administration (NASA) Stennis Space Center (SSC) has a requirement for laboratory services, which are not inherently governmental functions. This Performance Work Statement (PWS) describes services that are not inherently governmental in nature. These services are required by NASA to support its roles and missions at the John C. Stennis Space Center.

The Contractor shall provide technical services including:

- a. Gas, materials, and environmental laboratory analysis,
- b. Maintenance of measurement standards and the calibration and repair of instrumentation,
- c. Specialized technical, business, and administrative systems services and related operations required to support the Center's mission requirements.

The Contractor is responsible for furnishing a sufficient number of qualified personnel to accomplish the services. Diverse activities at SSC will demand a flexible, cross-trained staff to fully support quick and cost effective response to technical requirements, such as providing highly specialized laboratory support to propulsion programs, specialized technical support to naval oceanographic systems conducted on-site and at remote locations including ships at sea.

NASA and its resident agencies work various tours of duty. The Contractor shall be required to cover core normal work hours (defined as 7:00 a.m. – 5:00 p.m.). At times, some operations may require up to 24-hour per day, 7 days a week support contingent upon program requirements. Program requirements and schedules will dictate types and quantities of skills and work hours. Short-term technical tasks may require the Contractor to provide highly specialized technical personnel or services for special designs when necessary.

C.1.2 Performance Requirements

Work required under this contract will be expressed in the form of performance requirements.

Performance requirements are identified in the two (2) sections of the Work Statement: C.2 Contract Management and C.3 Laboratory Services. Performance requirements are further defined in terms of performance objectives, performance measures, and performance standards. A performance objective is defined as a statement addressing the outcomes desired by SSC. Performance measures are defined as characteristics or attributes of achieving the performance objective that will be measured. Each performance objective has one or more performance measures that are linked to the fee evaluation factors set forth in Attachment J-5, Incentive Fee Plan. Each performance measure has an assigned standard, i.e., a targeted level of performance. The basic performance objective, performance measures, and performance standards are identified in this PWS.

Lower level, or task specific performance requirements are assigned through the SSC work order system utilizing a Stennis Work Request (SWR) to identify the performance requirements, completion schedules, and not to exceed cost limits. All SWRs under the contract shall have completion schedules, funding reference, and not-to-exceed cost limits controlled by electronic automated data techniques, keeping paper processing to a minimum. The Contractor must have a system by which all costs are accurately identified and entered into the SSC accounting system. All of the performance requirements will be applied to three distinct areas within the system: NASA programmatic, institutional, and reimbursable services.

"NASA programmatic services" for development programs require a core support capability of scientific and engineering skills as further defined in this PWS and specific SWRs.

"Institutional services" require a core capability for operating elements of the SSC installation. This core capability includes management and administrative services, environmental and technical laboratories, safety and quality assurance, as further defined in this PWS and specific SWRs.

"Reimbursable services" require a flexible capability. These services represent the most variable requirements of NASA resident agencies and commercial tenants. The Contractor is responsible for coordinating and forecasting reimbursable services and for projecting staffing requirements to accomplish these tasks.

C.2.0 CONTRACT MANAGEMENT

The Contractor shall provide the overall management and administrative services required for the execution of all contract activities fully meeting the business, technical performance, legal, and regulatory requirements of the contract such that the outcome of work performed under each individual SWR:

- Fully meet the performance objective of the authorizing work request.
- Is performed within the schedule of the authorizing work request.
- Is accomplished within the cost estimate of the authorizing work request.
- Is accomplished in a safe and high quality manner resulting in no lost time injury or damage to Government or other customer owned facility or equipment.

C.2.1 Financial Management

The Contractor shall provide financial services to comply with the SSC financial systems to satisfy the reporting requirements of NASA/SSC management, resident agencies, commercial tenants, NASA/SSC Contractors and others in the management of NASA/SSC resources.

C.2.1.1 Funds Availability: The Contractor shall process and maintain reimbursable SWRs by ensuring funds are accepted and reserved in the Funds Availability System (FAS), and by obtaining prior-approval from the designated COTR.

C.2.1.2 Cost reporting: The Contractor's system shall interface with NASA SSC's Other Accumulated Cost (OAC) system to provide financial reports to comply with the NASA SSC financial reporting requirements. NASA SSC management, resident agencies, commercial tenants, other NASA SSC contractors, as well as others in the management organization of NASA SSC define financial reporting requirements. The Contractor's system shall provide the capability that allows for the application on non-contract costs (NASA SSC surcharge) to the total cost of an SWR. The contractor shall work with the government to develop the appropriate surcharge for the SWR. In addition, the contractor shall report, by the first business day following the prior weekend, the actual cost of any SWR that has reached 85% and 100% of the NTE amount and/or when the SWR is 14-calendar days from expiration (see DR's MF06 and MF07).

C.2.1.3 Budget Development Support: The Contractor shall respond to requests for support to the development of the Program Operating Plan (POP), annual phasing plans and other special budget exercises.

C.2.2 Management Systems

The Contractor is responsible for establishing a management program that responds to changing service requirements and prioritizes tasks to best accomplish the requirements of the contract in terms of safety and mission support; resident agency initiatives; expanded commercial tenant base; and overall customer satisfaction.

C.2.2.1 Work Control: The Contractor shall provide the appropriate work control systems for receiving, managing, planning, coordinating, scheduling, implementing, and reporting of all SWRs in accordance with SPD 5100.1, "Policy for Ordering of Materials and Support Services at Stennis Space Center." The Contractor shall ensure that work is scheduled in a timely manner within the cost estimate, and with minimal impact on the customers

and their mission. The Contractor shall not exceed cost on the work order without obtaining prior written approval from the requester and NASA COTR/CO and an amended SWR.

C.2.2.2 Documentation Systems: The Contractor shall establish adequate documentation systems with a corresponding documentation tree.

The Contractor shall provide a technical and engineering documentation system for plans, manuals, reports, and procedures that conform to NASA standards. Included within these documents shall be detailed scientific and engineering language, charts, graphs, specifications, cost estimates, and drawings. All such documentation shall be maintained, archived, and stored in the NASA Central Engineering Files as maintained by the FOS Contractor.

The Contractor shall utilize to the maximum extent possible existing SSC documentation. The Contractor shall develop and utilize necessary documentation such as operating plans and procedures, maintenance and operating instructions, and other types of work instructions. Documentation and the document index will be developed, managed, and maintained in accordance with SPG 1400.1, Document Preparation, Numbering, and Management Guidelines and Standards; SPG 1400.2 Stennis Document Numbering System User Guidelines; and SSLP-1410-0001, Documentation and Data Control. The Contractor shall officially record and house documentation in the SSC TechDoc System document repository. The Contractor shall provide administrative support for the TechDoc System including user account maintenance, document posting and removal when required, and training on usage of the system.

The Contractor shall provide comprehensive documentation and records and files management plan to establish a records system for the appropriate filing, maintenance, storage, retrieval, and disposition of records. The Contractor shall provide a repository for audiovisual material created at SSC to be maintained and archived per NASA and the National Archives and Records Administration (NARA) regulations, and forward still photographs created to the designated NASA Contractor for archiving. Records shall be maintained in accordance with NPD 1440.6G NASA Records Management and NPR 1441.1D NASA Records Retention Schedule. The Contractor shall use the NASA/SSC automated system for the tracking of records under their control. The Contractor shall develop a plan for documentation development and operation of the record and files management program in compliance with NARA and CFR requirements, as implemented by NASA policies and procedures and specified in DR DM03.

C.2.2.3 Property Management: The Contractor shall be responsible for the custodial accountability, tracking, operation, maintenance, servicing, and repair of all assigned property in accordance with the SSC Property Management System. The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.

- Series 4100 NASA Materials Inventory Management Manual
- Series 4200 NASA Equipment Management Manual
- Series 4200.2 NASA Equipment Management System (NEMS) User's Guide for Property Custodians
- Series 4300 NASA Personal Property Disposal Manual

The Contractor shall use the property management system, which NASA has established through other SSC support contracts. The Contractor shall submit an implementation plan for control and protection of Government property in accordance with DR LS01.

C.2.2.4 Security Services: The Contractor shall be responsible for a security program to protect, safeguard, and control both unclassified and classified information as it pertains to the contract. This program will include security required for competition-sensitive information provided by commercial customers doing business with SSC. In addition, the Contractor shall establish a security program to protect assigned equipment from theft and abuse. The Contractor shall provide for access control of National Resource Protection (NRP) facilities as identified in the Stennis Operations and Maintenance Responsibility Database (SOMRD). The Contractor's security program shall be in conformance with the NASA SSC Security Manual and DoD 5220.22M.

C.2.2.5 Quality Management System: The Contractor shall maintain compliance to the SSC Quality Management System (ISO Standard 9001) and Environmental Management System (ISO Standard 14000). The SSC ISO Registration scope, technical services, includes the Contractor. The Contractor shall develop and maintain appropriate work instructions necessary to implement the SSC Level I and Level II ISO documents. Processes requiring work instructions include: quality assurance, safety, engineering, purchasing, calibration, gas and material analysis, environmental laboratory and training. The Contractor shall also provide personnel to support the SSC internal audit processes.

C.2.2.6 Management Systems Support: The Contractor shall support Center specific management initiatives, programs, investigations, and other special activities including, but not limited to S&MA, NASA program specific, and institutional base activities.

The Contractor shall participate in and fully support the Center's Facility Manager Program. The Contractor shall appoint Facility and/or Buildings for all space occupied by contractor employees, and shall be proactive in the identification and evaluation of building and facility issues impacting the environmental health and safety, emergency preparedness, security, mission suitability, and other aspects of the areas occupied by the contractor as required by the Facility Manager Program.

The Contractor shall fully support other NASA initiatives to the extent they are relative to the contractor activities, including but not limited to ISO 9001 and ISO 14001, Reliability Center Maintenance (RCM), Lifting Device and Equipment (LDE), Capability Maturity Model (CMM), Integrated Financial Management (IFM), Critical Infrastructure Protection (CIP) and Mission Essential Infrastructure (MEI), Stennis Request System (SRS), Cost Data Warehouse (CDW), Measurement Assurance Program (MAP), Metrology Calibration Working Group (MCWG), and the SSC Emergency Preparedness Program (EAP) ensuring these initiatives are institutionalized within the contractors work daily environment.

C.2.3 Reserved

C.2.4 Project/Program Management

The Contractor shall provide cost effective, timely, and efficient project and program management to related support and new mission development services to enable the accomplishment of the various roles and missions of the center.

C.2.5 Safety and Mission Assurance (S&MA)

The Contractor shall generate, implement, and maintain a comprehensive program of safety, reliability and quality assurance activities that provide for:

- Protection of personnel, facilities and equipment.
- Excellence of workmanship and personnel skills.
- Careful and safe operations.
- Maintenance and improvement, where necessary, of product and services.
- Assurance that products and services meet applicable requirements.

The degree of safety, reliability and quality implementation will be commensurate with the scope and complexity of each assigned task.

C.2.5.1 Safety: The Contractor shall be responsible for conducting a comprehensive safety program that includes a focus on Institutional Safety and Health, and System Safety. Contractor operations shall not compromise the safety and health of employees, the value of property, nor harm the environment. Priority shall be given in the following order:

- Safety of the public
- Safety of astronauts and pilots.
- Safety of employees.
- Safety of high value equipment.

The Contractor shall be responsible for coordinating the necessary work activities in support of tasks performed by the Facility Operations Services (FOS) Contractor such as Lifting Device Equipment (LDE) Operations, etc.

C.2.5.2 Mission Assurance: The Contractor shall maintain an effective and timely Mission Assurance program that includes quality assurance and control, and also reliability and maintainability, which will be developed in conjunction with all other functions necessary to satisfy the contract requirement. The program shall:

- Demonstrate recognition of the Mission Assurance aspects of the contract and organized approach to achieve them.
- Ensure that Mission Assurance requirements are determined and satisfied throughout all phases of contract performance as specified in SWRs, including subcontracting, fabrication, processing, assembly, inspection, test, checkout and operations.
- Provide for the detection of actual or potential deficiencies, system incompatibility, marginal quality, and trends or conditions, which could result in unsatisfactory quality.
- Provide timely and effective remedial and preventive action.
- Implement proactive quality assurance processes.
- Provide a system of metrics for measuring effectiveness of quality processes.

The Contractor shall provide a trained work force certified for hazardous operations. In addition, the Contractor shall work to achieve zero mishaps in the work place.

C.3 LABORATORY SERVICES

The Contractor shall provide a broad range of:

- engineering and scientific services, and
- specialized technical operations and related capabilities to support NASA programs, resident agencies, commercial tenants, and other organizations which NASA supports under formal agreement.

The Contractor shall operate the Center's electronic repair, measurements standards and calibration, gas and material analysis, and environmental laboratories fully meeting the requirements of technical performance, precision, traceability, timeliness, safety, and quality as further defined in this PWS and specific SWRs.

C.3.1 Engineering and Technical Operations

The Contractor shall provide a wide range of calibration, measurement, engineering, scientific, and related laboratory services, required to support NASA missions and programs, and the requirements of the Center's resident agencies and commercial tenants. The Contractor shall provide basic and applied laboratory, metrology engineering, including the major disciplines of mechanical, electrical and electronic, chemical, industrial, aerospace, systems safety, quality, oceanographic, environmental, and computer engineering, and related specialized technical, mathematical, and scientific services necessary to meet SWR requirements. The Contractor shall provide a complete range of services required by SWR's including special studies, fabrication and modification of instrumentation and equipment/systems, calibration, testing and evaluation, field services, safety support, project management and management support, project reporting, planning and scheduling, configuration management, documentation support, and quality and product acceptance support.

The Contractor shall operate the laboratories and maintain a full range of technical systems and equipment in support of laboratory functions, oceanographic, sampling and data collection, and new and emerging technologies.

C.3.2 Electronic Repair

The Contractor shall operate and maintain a capability for the fabrication, maintenance, repair, and test of a broad range of instrumentation, electronic equipment, and systems.

C.3.3 Measurement Standards and Calibration

The Contractor shall provide calibration services to support a full range of measurement equipment and instrumentation. The Contractor shall perform acceptance testing of new measurement equipment and systems internal to the calibration laboratory. The Contractor shall provide certification of traceability of all SSC reference standards to the National Institute of Standards and Technology (NIST). The Contractor shall provide cleaning and certification services for measuring devices and control elements to be used in clean propellant or gaseous systems in support of propulsion testing. Cleaning shall be performed in accordance with SSC Standard SSTD-8070-0089-Fluids and other applicable SSC Standards.

The Contractor shall provide cleaning and certification for measuring devices, control elements and components/equipment, and maintenance of a calibration recall system. The Contractor shall maintain inventory and history of calibration records. The Contractor shall maintain certified working and transfer standards for the following:

A. Mass	F. Pressure	K. Liquid & Gas Flow
B. Length	G. Capacitance	L. Luminous Intensity
C. Time	H. Inductance	M. Salinity/Conductivity of Water
D. Voltage	I. Strain	N. Acceleration
E. Resistance	J. Temperature	O. Optics
		P. Wind Speed

C.3.4 Gas and Material Analysis Services

The Contractor shall provide support methods and analysis for materials, chemical and gases. All testing and analysis shall be performed in accordance with approved NASA procedures and National Standards. Major responsibilities shall include: material identification, gas, cryogenic and liquid analysis, and contamination evaluation. The tasks shall be performed using methods of chemical and gas analysis and other specialized techniques such as:

- X Ray Fluorescence Spectrometry
- Dispersive Infrared Spectroscopy
- Automated Gas Chromatography
- Thermoelectric Testing
- Coulometric Moisture Analysis
- Paramagnetic Oxygen Analysis
- Inductive Coupled Plasma Spectrometry
- Fourier Transform Infrared Spectrophotometry
- Scanning Electron Microscopy: Includes Energy-Dispersive Spectrometry (EDS) and Wavelength-Dispersive Spectrometry (WDS) Microanalysis

The Contractor shall provide services, support, methods/techniques and analysis for materials and chemical analysis.

C.3.5 Environmental Laboratory Services

The Contractor shall provide environmental laboratory services inclusive of field sampling to support the NASA/SSC environmental compliance program requirements. These services shall include ecological, chemical, physical, and biological testing and monitoring, as well as interpretation of test results and surveys. The Contractor shall also develop and maintain a master sampling plan and schedule for the sampling requirements for potable water, wastewater and the SSC clean up program in accordance with the Comprehensive Environmental Response Compensation and Liability Act. Any sampling requirements outside of the Sampling Plan shall be coordinated with Environmental Management before implementation. The Contractor shall ensure the quality and integrity of analytical results. The Contractor shall conduct analytical laboratory analyses for air, water, soil, and vegetation samples as required in the Sampling Plan. Potable water and permitted outfall samples shall require analyses to meet the Safe Drinking Water and the National Pollutant Discharge Elimination System (NPDES) discharge standards. Additionally, the Contractor shall collect and disseminate air emissions data for diesel engines and generators at Building 4400 as well as engine and component test data for the E-Complex.

The Contractor shall provide operator maintenance of analytical and other ancillary laboratory equipment such as, AA spectrophotometer, ICP spectrophotometer, TOC analyzer, Ion liquid chromatograph, Flow injection ion analyzer, Auto

samplers, Dissolved Oxygen meters, analytical balances, centrifuges, pH meters and microbiological equipment. Additionally, the Contractor shall support Environmental Management with the development of presentations, being presenters when deemed necessary, pulling together archived data and being an active participant in the implementation of the SSC Environmental Management System that is based on the ISO 14001 standard. This is inclusive of participation on the Core Team, being auditors and assisting with any other activities associated with the adherence to SPG 8500.1 or preparation for external inspections or audits as deemed necessary by Environmental Management.

The Contractor shall provide environmental geographic information system (EGIS) maintenance and support inclusive of cleanup sites, contamination trend analysis, and required reporting activities. The Contractor shall also provide when requested due diligence surveys, natural resource management activities in accordance with the SSC Integrated National Resource Management Plan (INRMP), cultural resource activities per the SSC Historic Preservation Plan and the SSC Animal Control Procedures Plan that includes, but is not limited to, timber and wildlife management, animal and invasive species control, archaeological investigations, and wetland mitigation compliance/permitting activities. Ensure that all training requirements for performing designated tasks are maintained and kept current during the period of the contract. The Contractor shall also conduct annual vegetation surveys for the four wetland mitigation areas, which is inclusive of their maintenance.

C.4 STENNIS WORK REQUESTS

A Work Order, hereafter called Stennis Work Request (SWR), is an order to the Contractor within the scope of functions described in the Statement of Work defining a specific job or task to be performed by the Contractor. It will convey information necessary to describe the activity with regard to technical contents and milestone metrics, estimated cost, and funding authority. The SWR will be issued in accordance with NASA/SSC Common Work Instruction SCWI-5100-0001. The SWR must be approved and signed by the Contracting Officer's Technical Representative (COTR) and the Contracting Officer and accepted by the contractor prior to commencement of service by the Contractor. SWRs for reimbursable customers, including commercial tenants, must be processed and approved through the NASA/SSC Funds Availability System (FAS) before commencement of work. Upon successful completion of the work, the SWR requester will accept the work by signing off on the SWR. In no event shall the work required under any SWR exceed the cost or date limitations specified in the SWR. The contractor shall, on a weekly basis, notify SWR requestors, Contracting Officer Technical Representative (COTR) and the NASA/SSC Contracting Officer (CO), in writing or via e-mail, when the actual cost of any SWR has reached 85%, 90%, and 100% of the not-to-exceed amount and/or when an SWR is 14 calendar days from expiration.

If any work, directed by the Government through Stennis Work Requests is within the general requirements of this contract, as the same is set forth in the Contract Schedule and attachments, such direction is within the Contractor's original contractual obligation and will not constitute nor be construed as a change within the meaning of the "Changes -- Cost Reimbursement -- Alternate I" clause of the General Provisions of the Contract. If any direction by the Government through Work Orders or otherwise is considered by the Contractor to be outside the requirements of its contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such question to the Contracting Officer for resolution.

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

D.1 LIST OF SECTION D CLAUSES INCORPORATED BY REFERENCE

The following clause is incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

a. Federal Acquisition Regulation (48 CFR Chapter 1) - None

b. NASA FAR Supplement (NFS 48 CFR Chapter 18)

1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (JUN 2000)

(END OF CLAUSE)

D.2 PACKAGING AND MARKING

a. The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NPR) 6000.1F, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components.

b. Inbound shipments to the Contractor of Contractor-acquired equipment and parts from all sources for the account of the Government shall be consigned to and marked as follows:

**Transportation Officer, NASA
Bldg. 2204
John C. Stennis Space Center**

Stennis Space Center, MS 39529-6000

***Mark for: Contract # NNS04AB55C**

c. The Contractor shall pack potentially hazardous items in accordance with Chapter 2.5 of NPR 6000.1F.

d. The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's Technical Representative is the approving official of the records and special packaging data under Chapter 3.3 of NPR 6000.1F.

e. The Contractor's packaging specifications or procedures may be utilized if they are (i) not in conflict with NPR 6000.1F and (ii) approved in writing by the Contracting Officer. In any conflict between NASA and the Contractor specifications or procedures, NPR 6000.1F shall take precedence.

f. The Contractor shall place identical requirements on all subcontracts.

*Contractor to insert the name, code and address of the consignee and, if appropriate, identifying contract or ordering number

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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

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

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/46.htm>

a. Federal Acquisition Regulation (48 CFR Chapter 1)

52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001)
52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

b. NASA FAR Supplement (NFS 48 CFR Chapter 18)

None

(END OF CLAUSE)

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NFS 1852.246-71)(OCT 1988)

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

	Quality Assurance Function	
Item		<i>Location</i>
All Services	Final Inspection	SSC
All Services	Acceptance	SSC

(END OF CLAUSE)

E.3 SURVEILLANCE METHODS

The Government may use a wide variety of surveillance methods to evaluate the Contractor's performance. The methods of surveillance that may be used, including but not limited to, are:

1. Record Review (RR). Plans, Reports and Schedules submitted by the contractor will be reviewed for content to confirm that contractual requirements are planned, scheduled, and reported as properly completed. The contractor is also responsible for accurately reporting work that was either rescheduled or not completed.
2. Planned Inspections (PI). The Government performance monitors establish predetermined plans for inspecting all or part of the work. Determination of a sample size is subjective. The planned approach of inspecting for performance may or may not be shared with the contractor. All observed deficiencies or commendable areas are recorded and appropriate performance input provided.

3. **Unplanned Inspection (UPI).** This method is an unplanned inspection, usually carried out in conjunction with inspections of other Contract Requirements or in an impromptu fashion. Unscheduled inspections may be a supplement to other methods of surveillance or could cover a contract requirement if it is a relatively non-critical requirement and does not require inspection immediately upon completion. Observed deficiencies and commendable areas will be recorded and appropriate performance input provided.
4. **Validated Customer Complaints (VCC).** This method consists of customers observing deficiencies in the services they expect to receive and reporting these deficiencies to the Government performance monitor using a predetermined procedure. All reported potential deficiencies will be examined at the site by the performance monitor within a reasonable time (depends on the nature of service) in order to determine whether or not the reported deficiency is valid. All validated deficiencies are recorded.

(END OF CLAUSE)

E.4 SURVEILLANCE PLAN

A Surveillance Plan for Laboratory Services (Stennis Work Instruction entitled "Surveillance Plan – Laboratory Services Contract") has been developed and implemented by the Contracting Officer's Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements. The nature and extent of surveillance will also be based on specific surveillance techniques utilized by Government performance monitors for lower level performance requirements and associated performance standards that are specified in specific Stennis Work Requests.

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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

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

<http://farsite.hill.af.mil/VFFAR1.HTM>

a. Federal Acquisition Regulation (48 CFR Chapter 1) -

52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)

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

b. NASA FAR Supplement (NFS 48 CFR Chapter 18) - None

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

a. The basic period of performance of this contract shall be September 1, 2004 through August 31, 2005.

b. In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option I	09/01/05 – 08/31/06
Option II	09/01/06 – 08/31/07
Option III	09/01/07 – 08/31/08
Option IV	09/01/08 – 08/31/09

(END OF CLAUSE)

F.3 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract primarily at the John C. Stennis Space Center, Stennis Space Center, Mississippi, and at such other places as may be approved by the Contracting Officer.

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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

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

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

a. Federal Acquisition Regulation (48 CFR Chapter 1)

52.245-19 Government Property Furnished "As Is" (APR 1984)

b. NASA FAR Supplement (NFS 48 CFR Chapter 18) -

1852.223-71	Frequency Authorization (DEC 1988)
1852.227-70	New Technology (MAY 2002)
1852.242-71	Travel Outside Of The United States (DEC 1988)
1852.242-73	NASA Contractor Financial Management Reporting (JUL 2000)
1852.245-70	Contractor Requests For Government Owned Equipment (JUL 1997)

(END OF CLAUSE)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87)(MAR 1998)

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

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

not applicable

(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:

Defense Contract Audit Agency
620 Discovery Drive
Huntsville, AL 35806-2816

(2) 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/Acquisition Management Office/BA32
Attn: Contracting Officer/ Contract No. NNS04AB55C
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

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.

G.3 PAYMENT OF FEE

a. For total Earned Cost and Performance Incentive Fees, the Contractor will be evaluated annually, at the end of the first 12-month period after contract award. The Contracting Officer and the Contracting Officer's Technical Representative will compute the fee amount based on the Contractor's performance in accordance with the Performance Requirements Summary and Incentive Fee Plan of Section J.

b. The Government will advise the Contractor in writing of the fee computation. The Contractor is required to submit a separate voucher for earned fee to the Contracting Officer at the address in Section G.2, paragraph (d).

c. Fee that is not earned in a contract year cannot be reallocated to future measurement periods.

d. Eighty percent (80%) of the potential *performance* incentive fee may be provisionally paid to the Contractor on a monthly basis. In the event that the earned incentive fee, as determined by the Contracting Officer and the Contracting Officer's Technical Representative, is less than the provisional payments for the period, the Contractor will reimburse the difference by submitting a separate voucher entitled "Incentive Fee Adjustment" for the amount of such overpayment. In the event that the incentive fee earned is more than the provisional payments, the Contractor may bill in one lump sum the difference between the incentive fee earned and the provisional fee payments made during each contract year by submitting a separate fee voucher.

e. In the event this contract is terminated prior to a regularly scheduled annual measurement period, the incentive to be paid the Contractor may be an appropriate portion of the potential incentive fee, if any, as may be determined by the Contracting Officer and the Contracting Officer's Technical Representative. Any overpayment in provisional incentive fee will be credited on the next cost voucher submitted.

f. The amounts of cost and performance incentive fees which have been awarded pursuant to the provisions of this clause and the period to which said fee applies are set forth below:

Incentive Fee Period	Performance Incentive Fee Earned	Cost Incentive Fee Earned	Total Incentive Fee Earned
09/01/04 – 08/31/05	\$ TBD	\$ TBD	\$ TBD
09/01/05 – 08/31/06	\$ TBD	\$ TBD	\$ TBD
09/01/06 – 08/31/07	\$ TBD	\$ TBD	\$ TBD
09/01/07 – 08/31/08	\$ TBD	\$ TBD	\$ TBD
09/01/08 – 08/31/09	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998)

- a. The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:
1. Reporting any missing or untagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the cognizant property custodian.
 2. Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.
 3. Ensuring that such equipment is used only in pursuit of approved NASA programs and projects.
 4. Identifying equipment not being actively used in pursuit of approved NASA programs and projects.
 5. Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.
 6. At Installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodian of all activity associated with the user's assigned equipment.
 7. The Contractor shall perform maintenance, calibration and repair on all Installation Accountable Government Property (IAGP) Attachment J-4, List 1 in accordance with FAR 45.509.1.
 8. The Contractor shall properly store and control IAGP.
 9. The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.
- b. 1. The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
 - (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
 - (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

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

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

(END OF CLAUSE)

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JULY 1997)

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

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

b. General and special purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment J-4

- (i) List 1 – IAGP (No Class Exceptions)
- (ii) List 2 – IAGP (Class Exceptions)
- (iii) List 3 – Facilities
- (iv) List 4 - Vehicles

The Government retains accountability for this property under clause at 1852.245.71, Installation-Accountable Government Property, regardless of its authorized location.

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

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval. The contractor shall not utilize the installation's central receiving station for receipt of Contractor-owned property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

c. Vehicles will be provided, [Attachment J-4, List 4].

d. Publications and blank forms stocked by the installation.

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

- f. Installation service facilities: [Attachment J-4, List 3].
- g. Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- h. Cafeteria privileges for Contractor employees during normal operating hours.
- i. Building maintenance for facilities occupied by Contractor personnel.
- j. Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- k. Installation services facilities: Library, Official Mail Services (excluding meter usage), Wellness/Fitness Center, and general ODIN services as approved by the Government which includes telephones (excludes cell phones), computers, two-way radios, and network connections.
- l. Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.
- m. Equipment and class of equipment identified in Attachment J-4, List 2 (Class Exceptions) is subject to Section G.9 and is provided only to the extent as originally provided to the Contractor for use in performance of this contract. Additional equipment or maintenance, repair, or replacement of such equipment or class of equipment shall be Contractor furnished.
- n. The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.
 - (1) NPD 4100.1 Supply Support and Material Management Policy.
 - (2) NPR 4100.1D NASA Materials Inventory Management Manual.
 - (3) NPD 4200.1A Equipment Management Policy.
 - (4) NPR 4200.1E NASA Equipment Management Manual.
 - (5) NPR 4200.2B Equipment Management Manual for Property Custodians.
 - (6) NPD 4300.1 NASA Personal Property Disposal Policy.
 - (7) NPR 4300.1A NASA Personal Property Disposal Procedures and Guidelines.
 - (8) The Department of the Army Supply Bulletin SB 708-21, *Federal Supply Classification Part 1, Groups and Classes* (Dec 1986)

(END OF CLAUSE)

G.6 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

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

<u>Title</u>	<u>Office Code/Address (including zip code)</u>
New Technology Representative	Mr. John Bailey NASA/John C. Stennis Space Center/Code HA30 Stennis Space Center, MS 39529-6000
Patent Representative	Office of Chief Counsel NASA/John C. Stennis Space Center/Code CA00 Stennis Space Center, MS 39529-6000

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

NASA has and maintains a set of NASA Policy Directives (NPD's) and NASA Procedures and Guidelines (NPG's) that establish responsibilities, set minimum standards and govern all aspects of activity within NASA. In addition, NASA/SSC has and maintains a set of SSC Policy Directives (SPD's) and SSC Procedures and Guidelines (SPG's) that establish responsibilities, set minimum standards and govern all aspects of activity at the Stennis Space Center. The Contractor shall incorporate the provisions of applicable NPDs/SPDs and NPGs/NPGs into all organization and planning for performance of this contract and shall comply with those provisions during the term of the contract.

(END OF CLAUSE)

G.8 REFERENCE FORMS AND/OR PROCEDURES AND GUIDELINES

Any forms or procedures and guidelines referenced in Section J of this document shall be the latest version of such form or instruction, and may be obtained from the following website (TechDoc):

<https://ssctdsearch.ssc.nasa.gov/>

G.9 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY-- SPECIAL CONDITIONS

- a. Government property (plant equipment) categorized as facilities (defined in FAR 45.101 has been provided for the performance of this contract in accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).
- b. The Government will not authorize the maintenance, repair, or replacement of any Non-essential (Attachment J-4 List 2) – IAGP (Class Exceptions) Government property identified in paragraph (e) below as a direct reimbursable cost under this contract.
- c. The Contractor shall maintain complete records of Contractor-owned or leased furnished equipment, which is subject to this clause. Such records shall include item, model number, date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time to time. The Contractor shall make these records available to the Contracting Officer promptly upon the latter's request, along with the Contractor's best estimate of the undepreciated balance of each item of equipment.

- d. The Contractor agrees that at the end of the contract performance period, and the Government does not thereafter contract with the same Contractor as the successor Contractor for the same or similar services contemplated by this contract, the Contractor will, upon request by the Contracting Officer, transfer title to any Contractor owned or leased equipment identified in paragraph (c) above as identified by the Contracting Officer to either (1) the Government or (2) a successor Contractor. If a request for transfer of title to the Government is made, the Government agrees to recognize as allowable costs under the Contract, for identified equipment, so much of the cost of the equipment that has not been depreciated as of the end of the Contract performance period. If a request for transfer of title to a successor Contractor is made, the Contractor agrees to transfer title to identified equipment to the successor Contractor for applicable residual balances, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the parties.
- e. This clause shall apply to the Installation Accountable Government Property as identified in the Department of the Army Supply Bulletin SB 708-21 "Federal Supply Classification" Part 1, Groups and Classes (December 1986).

Group 51: Class 5130 - Hand Tools, Power Driven

Group 74 Class 7420 - Accounting and Calculating Machines

Class 7430 - Typewriters and Office Type Composing Machines

Class 7450 - Office Type Sound Recording and Reproducing Machines

Class 7490 - Miscellaneous Office Machines

(END OF CLAUSE)

(END OF SECTION)

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE ([FAR] 52.252-2) (FEB 1998)

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

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

a. Federal Acquisition Regulation (48 CFR Chapter 1) - None

b. NASA FAR Supplement (NFS 48 CFR Chapter 18) -

1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000)(PARA. (B) FILL-IN: <u>JOHN C. STENNIS SPACE CENTER</u>)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE II (OCT 2000)

(END OF CLAUSE)

H.2 DOCUMENTATION REQUIREMENTS

a. Data Requirements: Requirements for technical or management information are imposed on the Contractor through the use of the Data Procurement Document (DPD), included as Attachment J-3. The DPD describes, defines and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA/SSC to administer the Contract.

b. Contractor Data Management: The Contractor shall establish a system of management or utilize the Contractor's existing data management function for the data called for in the Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of authorized data. Such control shall apply to data acquired from subcontractors by the Contractor.

c. NASA Contract Deliverable System: Contract data deliverables, identified in Attachment J-3, shall be submitted to NASA using the NASA Acquisition Internet Service (NAIS) Contract Deliverables System (CDS). For Data Requirement Documents (DRD's) that state electronic distribution in the DRD's Distribution List, if the system is unavailable or cannot be used for submission of a particular deliverable due to CDS system or maintenance problems, the Contractor shall notify the Contracting Officer, shall use the hard-copy distribution for standard methods of delivery cited in the Distribution List and Format Instructions of the DRD, and shall upload a cover letter, in conjunction with uploading the DRD, into the CDS after the hard-copy delivery is complete and when the system becomes available. The cover letter shall explain the rationale for not uploading a particular deliverable into the CDS on the due date. If the system cannot be used for submission of a particular deliverable due to Privacy Act or other considerations, the Contractor shall use the hard-copy distribution for standard methods of delivery cited in the Distribution List and Format Instructions of the applicable DRD and shall upload a cover letter into the CDS on the date of hard-copy delivery to notify CDS users that the DRD has been delivered. If a DRD requires a review and update/revision if necessary, after the Contractor reviews the DRD, if there are no changes to submit, the Contractor will upload a cover letter into the CDS stating the DRD was reviewed on the specific date and no revisions were required. In the event a DRD delivery date falls on a weekend or Government Holiday, the DRD will become due on the next business day.

d. Data Reviews: The Contractor, upon request, shall participate in periodic reviews of Contract data requirements for maintaining current Contract DPD. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with test and technical services required at SSC.

e. Changes in Distribution: When changes to the original distribution requirements are required by the Contracting Officer, the Contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DPD provided such changes do not incur additional costs. In the event that additional cost is involved, an equitable adjustment shall be negotiated.

f. End of Contract Requirements: Not later than 15 days before the end of the contract period of performance, the Contractor will submit a final updated version of all DRD's, except for DRD's submitted on a monthly basis or on an "As Required" basis, unless otherwise directed by the Contracting Officer.

(END OF CLAUSE)

H.3 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71)(DEC 1988)

a. The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. The term "contractor," as used in this article, includes the prime contractor, subcontractor, and/or the individual members of a joint venture, if applicable.

b. The nature of these conflicts include: (1) an unfair competitive advantage; and (2) the existence of conflicting roles that might bias the contractor's judgment.

c. The restrictions upon future contracting are described below:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described within that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. Such restrictions shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid the circumstances of unfair competitive advantage or potential bias; but, usually for a period no less than when the first contract using the Contractor's specifications or work statement is awarded. It is further agreed that NASA will not unilaterally require the Contractor to prepare such specification or work statements under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, the Contractor must agree with each company to protect such data from unauthorized use or disclosure so long as it remains proprietary, and shall furnish a copy of such company-to-company agreement to the Contracting Officer. The Contractor shall not be permitted to utilize the data in supplying the systems, or components thereof, procured either by formal advertising or negotiation, as a direct result of that study or advice. In addition, the Contractor shall not be permitted to utilize the proprietary data in performing, for NASA, any competitively obtained contract for any additional study of studies in the same or a closely related field.

(3) The Contractor must thoroughly inculcate in its employees, through formal training in company policies and procedures, an awareness of the philosophy of FAR Subpart 9.5 to the end that they will be disciplined in the absolute necessity of refraining from divulging proprietary data, trade secrets, confidential information, or restricted data from other companies received in connection with work under this contract to any unauthorized person.

d. The limitation on the Contractor's performance is described below:

(1) The Contractor shall not be given nor perform any task the result of which would place it in a conflicting role with regard to any contract held by the Contractor, such that the Contractor's judgment might be biased.

(2) The Contractor, therefore, shall review all task orders and notify the Contracting Officer of any requirements which may cause a conflict of interest prior to performing any work.

(3) Upon such notification the Contracting Officer will determine whether or not the task order will be performed by the Contractor.

e. The Contractor's Conflict of Interest Avoidance Plan is incorporated as part of the contract.

(END OF CLAUSE)

H.4 OBSERVANCE OF LAWS AND REGULATIONS

a. The Contractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work. Generally, NASA will execute the necessary environmental permits.

b. Inasmuch as various departments and agencies of the Government, several Contractors and other tenants jointly occupy the John C. Stennis Space Center and are confronted with certain common conditions and problems resulting from this co-occupancy, certain uniform policies regulations and procedures will be issued, as required, by the Government (NASA/SSC), and will be applicable to all personnel working at SSC. The Contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this Contract.

c. All employees of the Contractor assigned to perform the work under this Contract shall be under the control of the Contractor during the performance of such assignment. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

d. The above provisions of this Section shall be made equally applicable by the Contractor to employees other than those of the Contractor to the extent that they may be assigned work under this Contract notwithstanding the basis of the assignment, e.g., subcontract.

(END OF CLAUSE)

H.5 MOTOR VEHICLE MANAGEMENT

a. Acquisition of Motor Vehicles: The Contractor shall operate and manage motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated and managed in the manner most efficient and economical to the Government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Motor Pool and/or leased from commercial sources subject to approval and authorization by the SSC Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the Contracting Officer.

The Contractor shall assure that all operators of Government-owned vehicles possess valid state licenses. The Contractor will furnish GSA and the Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage", covering any and all leased GSA motor vehicles.

b. Advance Understanding Concerning Damage to GSA and Commercially Leased Motor Vehicles:

(1) The parties agree that the provision set forth below shall be applicable with respect to reimbursement of the Contractor for expenses incidental to loss or damage of GSA vehicles acquired by the Contractor for performance under this contract.

PROVISION

"The Government holds the Contractor harmless for loss and damage arising out of the performance of this contract, with respect to any Government-owned property or facilities, including property in which the Government has an interest. Specifically excluded from the provision of this clause are:

- (a) property owned by the Contractor;
- (b) loss or damage compensated by insurance or otherwise;
- (c) loss or damage to property for which the Contractor has failed to insure or maintain insurance as required by the Contracting Office; or
- (d) loss or damage as a result of unlawful misconduct, or lack of good faith on the part of Contractor personnel as described in (e)(3)(i)(ii) & (iii) of the clause entitled "Insurance Liability to Third Persons" in FAR Clause No. 52.228-7."

(2) The parties further agree that, with respect to any commercially leased motor vehicles authorized for use in performance under this contract, the lease costs, which may include therein applicable costs of collision and comprehensive insurance, shall be considered allowable costs to the extent that they are reasonable and allocable to this contract. Upon commercial lease of a motor vehicle(s), the Contractor shall give written notice to the Contracting Officer as to the insurance coverage provided by such lease agreement.

(END OF CLAUSE)

H.6 CONTRACTOR'S POLICIES AND PROCEDURES

The Contractor shall establish and maintain policies and procedures affecting cost and performance under this contract, such as personnel qualifications, salaries and wages, personnel administration, quality control, and other operations as determined necessary by the Contracting Officer.

The Contractor shall submit all such policies and procedures to the Contracting Officer for informational purposes within 30 days after award of this contract, and all subsequent supplements and changes thereto shall be similarly submitted prior to the effective date thereof, except as may be provided for elsewhere in this contract.

(END OF CLAUSE)

H.7 QUALITY ASSURANCE

The Contractor's Quality Program Plan, submitted 30 days before the contract start date, in accordance with Data Procurement Document RA01 provisions, is incorporated into this contract (~~See Attachment J-9~~) for the purpose of satisfying any quality requirements imposed in this contract.

(END OF CLAUSE)

H.8 SAFETY AND HEALTH PLAN

The Contractor's Safety and Health Plan, submitted with the Contractor's proposal in accordance with Data Requirement Document SA01, is incorporated into this contract. The Contractor shall provide for safety inspection and acceptance of work imposed by the Performance Work Statement. Safety inspection and corrective action reports shall be made available to the Contracting Officer upon request. The Contractor shall report and investigate all incidents, mishaps and close calls in accordance with applicable NASA policies and procedures.

(END OF CLAUSE)

H.9 ASBESTOS MATERIAL

During performance of this contract, Contractor or Subcontractor personnel performing work in SSC buildings may come in contact with materials containing asbestos. Portions of SSC buildings 1000, 1100, 1105, 1200, 2101, and 2201 contain asbestos spray-applied insulation. Other Portions of SSC buildings may contain asbestos around pipes, valves, ducts, boilers, and tanks. The Contractor shall be responsible for ensuring all applicable codes, standards and regulations are adhered to and enforced, including, OSHA Standard 29 CFR 1910.1001, OSHA Standard 29 CFR 1926.58, and USEPA 40 CFR 61, Subpart M. Prior to disturbing this material in any manner, the Contractor shall notify the NASA Safety and Mission Assurance Office and NASA Environmental Management for guidance. The Contractor shall be responsible for ensuring all Contractor and subcontractor personnel are made aware of and comply with this clause.

SSC has an Asbestos Hazard Control Plan, Stennis Common Work Instruction SCWI-8500-0019 that addresses procedures for work involving potential asbestos exposure. The Contractor will be required to comply with the provisions of this plan whenever his work involves the potential for exposure to asbestos. The Asbestos Hazard Control Plan is listed in Tech-Doc and is dated August 2001.

(END OF CLAUSE)

H.10 SECURITY CONTROLS

- H.10.1 Security Requirements.** The Contractor shall require each employee engaged on the work site to display government furnished identification badges and special access badges at all times. The Contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the Security Officer.
- H.10.2 Access to Secure Areas.** Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is categorized into "escorted" and "unescorted" access. All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area or, in most cases, will be escorted by an approved escort official. The Contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved by Defense Investigative Security Clearance Office.
- H.10.3 Interfaces.** The Contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Contractor personnel working in controlled/restricted areas, such as the test complex area, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the respective unit or organization in accordance with local agency security procedures.

H.10.4 IT Security. The Contractor shall manage the security, operation and support of IT resources in accordance with NPR 2810.1 and in accordance with all applicable SSC/MSFC IT security guidelines and policies. This includes contract and system IT security plans, risk assessments, access policies, contingency planning, personnel screening, awareness, and training. NASA may audit the Contractor's IT security planning efforts on an annual basis or as required to ensure compliance. The Contractor shall assist the Government in maintaining a level of security that minimizes the threat of unauthorized access to IT resources and the destruction of Government data. The Contractor shall provide reports, plans, guidance and support to meet the security requirements for IT at SSC/MSFC as required by the National Security Act and NASA Headquarters. Specific documents guiding the IT Security functions include: Office of Management and Budget Circular A-130, NPD 2810.1, NPR 2810.1.

(END OF CLAUSE)

H.11 HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT

During the performance of this contract, the Contractor or Subcontractor may be required to requisition, handle and manage hazardous materials in support of specific projects. The Contractor may also be collecting waste generated by its activities for ultimate disposal by NASA. In the performance of these activities, the Contractor shall abide by SCWI-8500-0004-ENV, Hazardous Material, Hazardous Waste, and Solid Waste Plan; SCWI-8500-0020-ENV, Environmental Integrated Contingency Plan; SPG 8500.1, Environmental Management System Procedures and Guidelines and SPG 8500.2, Environmental Operations and Implementation Program and SCWI-8500-0017-ENV, Pollution Prevention Plan.

(END OF CLAUSE)

H.12 ENVIRONMENTAL MANAGEMENT

During performance of this contract, the Contractor or Subcontractor may be required to design projects or perform projects that will potentially impact the environment. To guide the Contractor in what needs to be considered in project designs and planning, the Contractor shall reference the SSC Environmental Resources Document (ERD) dated April 2003. In accordance with the National Environmental Policy Act (NEPA), all projects are required to go through an environmental review process. The Contractor must complete a Preliminary Environmental Survey form (Form # 696M) that is found in the ERD or preferably electronically from the Tech Doc System for projects that have the potential to adversely impact the environment. The NASA Environmental Management Staff will determine if the project will require evaluation under NEPA and what environmental requirements will be needed prior to proceeding with the project.

(END OF CLAUSE)

H.13 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates the Contractor's, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's Proposal dated June 1, 2004, and revised July 7, July 13, July 16, July 20, 2004, and the Contractor's electronic correspondence dated July 21, 2004 by reference, with the same force and effect as if it were given in full text.

(END OF CLAUSE)

H.14 GOVERNMENT/CONTRACTOR FURNISHED PROPERTY

a. **Government furnished Property:** Attached, in Attachment J-4, are listings of property which the government will make available to the contractor for performance of this contract. The final list of government furnished property will be incorporated into the contract by reference. If the Government fails to provide the property or services specified in Clause 1852.245-77, List of Installation Provided Property and Services, and that failure adversely affects the Contractor's ability to perform the contract, the Contracting Officer shall, upon timely written request from the Contractor, (1) make a determination of the effect on the Contractor, and (2) equitably adjust the contract in accordance with the procedures provided in the Changes clause of this contract. Equitable adjustments made pursuant to this clause, however, shall not include adjustments in fee.

b. **Government Replaced:** Government property in Attachment J-10 List 1 (No Class Exceptions) provided to the Contractor as serviceable government property in accordance with FAR 52.245-2 shall be at the determination of the Government and shall remain Government owned property.

c. **Contractor Replaced:** Government property in Attachment J-10, List 2 (Class Exceptions) specifies existing government property made available to the contractor on an "as-is" basis in accordance with FAR 52.245-19. The Contractor shall provide any necessary replacements as Contractor owned/leased property. The Government makes no warranty whatsoever with respect to property made available "as-is". Upon reaching the end of its useful life, it will be processed for disposal in accordance with Government procedures. Replacement and maintenance costs (excluding fuel, oil, and lubricants) of Contractor owned/leased property will be at Contractor's expense.

H.15 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)(SSC 52-227.91) (MAY 2004)

a. NASA may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its confidential business information (CBI).

b. Possible circumstances where the Agency may release the Contractor's CBI include the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post award audit support and specialized technical support to NASA;

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

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

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

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

(END OF CLAUSE)

(END OF SECTION)

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

<http://farsite.hill.af.mil/VFFAR1.HTM> (FAR)

<http://ec.msfc.nasa.gov/hq/library/v-reg.htm> (NFS)

a. Federal Acquisition Regulation (48 CFR Chapter 1) -

Clause Number	Title and Date
52.202-1	DEFINITIONS (DEC 2001)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTING COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTING COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999) (FILL-IN: <u>10 DAYS</u>) (REPLACE 6 MONTHS WITH 4 YEARS)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) <i>Para. (a) fill-ins: 1. any time prior to the contract expiration 2. 60; Para. (c) fill-in: five (5) years</i>
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATION ON SUBCONTRACTING (DEC 1996)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-3 CONVICT LABOR (JUN 2003)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEP 2000)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (APR 2002)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)
52.227-14 RIGHTS IN DATA—GENERAL (JUN 1987) (AS MODIFIED BY NFS 1852.227-14)
52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.228-8 LIABILITY AND INSURANCE-LEASED MOTOR VEHICLES (MAY 1999)
52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17 INTEREST (JUN 1996)
52.232-22 LIMITATION OF FUNDS (APR 1984) (REFER TO CONTRACT ARTICLE B.5) ⁶
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (OCT 2003) ALTERNATE I (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER — CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996) AND ITS ALTERNATE I (JUN 1985)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3 CONTINUITY OF SERVICES (JAN 1991)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4 CERTIFICATION OF FINAL INDIRECT RATES (JAN 1997)
52.242-13 BANKRUPTCY (JUN 1995)
52.243-2 CHANGES – COST-REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984)
52.244-2 SUBCONTRACTS (AUG 1998) ALTERNATE I (AUG 1998)
Para. (e) fill-in: n/a
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2004)
~~52.245-1~~ PROPERTY RECORDS (APR 1984)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)
52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)
52.248-1 VALUE ENGINEERING (FEB 2000)
52.249-6 TERMINATION COST-REIMBURSEMENT (MAY 2004)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(b) NASA FAR Supplement (NFS 48 CFR Chapter 18) -

Clause Number	Title and Date
1852.203-70	Display of Inspector General Hotline Posters (JUN 2001)
1852.204-75	Security Classification Requirements (SEP 1989) <i>Fill-ins: 1. SECRET 2. Attachment J-2</i>
1852.215-84	Ombudsman (OCTOBER 2003) <i>Paragraph (b) fill-in: Stennis Space Center, Ms. Marina Beningo, (228) 688-2842</i>
1852.216-89	Assignment And Release Forms (JUL 1997)
1852.219-74	Use Of Rural Area Small Businesses (SEP 1990)
1852.219-75	Small Business Subcontracting Reporting (MAY 1999)
1852.219-76	NASA 8 Percent Goal (JUL 1997)
1852.219-79	Mentor Requirements and Evaluation (MAR 1999)
1852.223-74	Drug And Alcohol Free Workplace (MAR 1996)
1852.228-75	Minimum Insurance Coverage (OCT 1988)
1852.231-70	Precontract Costs (JUN 1995) <i>Fill-ins:</i>
1852.235-70	Center For Aerospace Information – Final Scientific And Technical Reports (JUL 2000)
1852.237-70	Emergency Evacuation Procedures (DEC 1988)
1852.242-78	Emergency Medical Services And Excavation <i>Excavation</i> (APR 2001)
1852.243-71	Shared Savings (MAR 1997) <i>Excavation</i>

(END OF CLAUSE)

I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This Contract is subject to the written approval of the NASA Procurement Officer at Stennis Space Center and shall not be binding until so approved.

(END OF CLAUSE)

I.3 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990) (DEVIATION)

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

U.S. Small Business Administration
Mississippi District Office
210 E. Capitol Street, Suite 900
Jackson, MS 39201
(601) 965-4378 Fax (601) 965-4294

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

(c) The contractor agrees --

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

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

(END OF CLAUSE)

I.4 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76)(JUL 2002)

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

(1) Computer control of spacecraft, satellites, or aircraft or their payloads;

(2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and

(3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

(1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;

(2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and

(3) Chapter 3 of NPG 1620.1A, NASA Security Procedures and Guidelines.

(c) Within 90 days after contract award, the contractor shall submit for NASA approval an IT Security Plan (see DR PT07). This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

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

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

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

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

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of --

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

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement. The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.

(f) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(END OF CLAUSE)

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19)(OCT 1997)

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

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

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

(b) The Contractor shall --

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

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

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

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

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

(END OF CLAUSE)

I.6 INCENTIVE FEE (FAR 52.216-10) (MAR 1997)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 0 cents for every dollar that the total allowable cost is less than the target cost or decreased by (see section B.3 [e]) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 9 percent or less than (see Section B.5, Base Fee % column) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of –

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of -

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(END OF CLAUSE)

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42)(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage - Fringe Benefits
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See Attachment J-8

(END OF CLAUSE)

I.8 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT -- CONTRACTOR CERTIFICATION (FAR 52.222-48) (AUG. 1996)

(a) The following certification shall be checked:

Certification

The offeror certifies _____ does not certify that --

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;

(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

(End of Clause)

I.9 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (52.223-3) (JAN 1997)

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

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

Material <i>(If none, insert "None")</i>	Identification No.
none	

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

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

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

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

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

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

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

- (i) Advise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

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

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

I.10 NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7)(JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, ~~30 days~~ prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall

--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(END OF CLAUSE)

I.11 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

- (1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to

Acquisition Management Office, Code BA32
ATTN: Contracting Officer, Contract No. NNS04AB55C
John C. Stennis Space Center
Stennis Space Center, MS 39529

And one (1) copy to:

Environmental Office, Code RA02
ATTN: Environmental Officer
John C. Stennis Space Center
Stennis Space Center, MS 39529

(END OF CLAUSE)

I.12 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11)(MAY 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(END OF CLAUSE)

I.13 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23)(JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as

defined in the "Rights in Data--General" clause contained in this contract) in the Contractor's proposal dated April 16, 2004.

(END OF CLAUSE)

I.14 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a) (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid --

(i) By the Contractor under a cost-reimbursement contract; and

(ii) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
Attn: FWA
1800 F Street, NW
Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(END OF CLAUSE)

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulations (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

(END OF SECTION)