

**SCIENCE, TECHNOLOGY AND RESEARCH  
SUPPORT SERVICES (STARSS II)  
CONTRACT NNL11AA00B  
(Contract and SOW)**

The below information has been determined to be exempt from disclosure under FOIA Exemption b(4) and has been deleted from the contract.

- In Section B.5 (Award Fee Availability Schedule), the award fee amount located under (b).

Exemption 4 of the FOIA protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. This exemption is intended to protect the interests of both the government and submitters of information.

It has been held that commercial material is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, *National Parks and Conservation v. Morton*, 498 F. 2d 765 (D.C. Cir. 1974).

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   48	
2. CONTRACT NUMBER NNL11AA00B		3. SOLICITATION NUMBER NNL10310923R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/09/2010	6. REQUISITION/PURCHASE NUMBER 4200310923
7. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199			8. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

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

10. FOR INFORMATION CALL:	A. NAME Joseph P. Janus	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Joseph.P.Janus@nasa.gov
	AREA CODE 757	NUMBER 864-2412	EXT.	

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

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%) NT30	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR SCIENCE SYSTEMS AND APPLICATIONS, INC. 10210 GREENBELT RD STE 600 LANHAM MD 20706-6239	CODE 5S009	FACILITY	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Anoop N. Mehta, CPA Vice President & CFO
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15B. TELEPHONE NUMBER AREA CODE   NUMBER   EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 12/9/2010
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**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$425,000,000.00 (NTE)	21. ACCOUNTING AND APPROPRIATION See schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (if other than Item 7) See Schedule G	CODE LARC	25. PAYMENT WILL BE MADE BY See Schedule G	CODE NSSC
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26. NAME OF CONTRACTING OFFICER (Type or print) Richard Siebels	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 12/9/2010
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NAME OF OFFEROR OR CONTRACTOR  
SCIENCE SYSTEMS AND APPLICATIONS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>INCO TERMS 1: FOB INCO TERMS 2: Destination FOB: Destination</p> <p>Transition/Phase-In (FFP) 1 Month</p> <p>This line item is to account for the proposed Phase-In price associated with contract startup/transition. Contractor proposed a "No-Cost" \$0.00 Phase-in.</p>				
002	<p>Cost-Plus Award Fee Task Orders issued via task order automated system Obligated Amount: \$0.00 Award Type: Cost-plus-award-fee Total Estimated Cost: \$425,000,000.00 Base Fee: N/A  Award Fee: N/A</p> <p>Provide all services and deliverables requested IAW the Statement of Work (SOW) listed in Section C of the contract and issued task order(s) specifications.</p>				

**PART I – THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES/PRICES**

**NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (Aug 2008)**

There are various types of clauses contained in the contract. Most clauses will reference a numbered citation such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no designation. Those clauses were written specifically for this contract by LaRC or are generic Agency clauses specific for this contract type and no numbered citation exists.

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW) for Science, Technology and Research Support Services (STARSS II) (Exhibit A). Work will be obtained by the issuance of task orders that are cost-plus award fee. Also this contract has a line item for Transition/Phase-in which is a firm fixed price.

<b>Contract Line Item Number (CLIN)</b>	<b>SOW Section</b>	<b>Type</b>
1	Phase-in/Transition (1 Month)	FFP
2	1.0 thru 7.0	CPAF

(End of clause)

**B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE/LIMITATIONS**

The minimum quantity of work required under the contract is \$500,000. There will be no further obligation on the part of the Government to issue any Task Orders. The total maximum value of all CLINS is \$425,000,000 for the five-year period of performance.

**B.3 ESTIMATED COST AND AWARD FEE (1852.216-85) (SEP 1993)**

The estimated cost of this contract is ~~\$ TBD on issued tasks~~. The maximum available award fee, is ~~\$ TBD on issued tasks~~. Total estimated cost, and maximum award fee are \$425,000,000.

(End of clause)

**B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ TBD. This allotment is for **CLIN 2** and covers the following estimated period of performance: TBD.

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

(End of clause)

**B.5 AWARD FEE AVAILABILITY SCHEDULE**

(a) The award fee evaluation periods are every 6 months starting with the contract performance start date:

<u>Period</u>	<u>Available Award Fee</u>	<u>Earned Award Fee</u>
1. TBD	\$ TBD by Task Orders issued	\$
2. TBD	\$ TBD by Task Orders issued	\$
3. TBD	\$ TBD by Task Orders issued	\$
4. TBD	\$ TBD by Task Orders issued	\$
5. TBD	\$ TBD by Task Orders issued	\$
6. TBD	\$ TBD by Task Orders issued	\$
7. TBD	\$ TBD by Task Orders issued	\$
8. TBD	\$ TBD by Task Orders issued	\$
9. TBD	\$ TBD by Task Orders issued	\$
10. TBD	\$ TBD by Task Orders issued	\$

(b) The maximum award fee available to the Contractor on each Task Order will be established by applying a fixed amount of ██████████ to the total estimated cost of each Task Order agreed upon by both parties at the time of issuance.

(c) The award fee available for each evaluation period will be determined based on the Task Orders projected to be performed during that period. If a Task Order is projected to be started and completed during a particular evaluation period, then the award fee for that particular Task Order will be included in the award fee available for that period only. If a Task Order is started in a particular evaluation period and projected to extend beyond that period, then the award fee for that particular Task Order will be distributed by the Contracting Officer across the appropriate evaluation period(s). At the end of each evaluation period, the available and actual earned award fee will be specified in the paragraph (a) above by contract modification."

**B.6 FIRM FIXED PRICE 1852.216-78 (DECEMBER 1988)**

The total firm fixed price of this contract is \$0.00 for CLIN 1  
(End of clause)

End of Section

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

**C.1 SPECIFICATION/STATEMENT OF WORK**

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

**Exhibit A**

End of Section

**SECTION D - PACKAGING AND MARKING**

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

*Note: Specific Packaging, Handling, and Transportation Instructions will be listed at the Task Order Level.*

End of Section

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

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

(End of clause)

CLAUSE NUMBER	CLAUSE TITLE
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (Feb 1999)**

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

a. ANSI/ISO/ASQC Q ISO 9001, Quality Management Systems Requirements as indicated per Task Order.

b. The Contractor shall comply with NASA Workmanship Standards for all Software Engineering, development and maintenance activities and comply with NPR 7150.2 NASA Software Engineering Requirements augmented by Langley Management System Center Procedures: Located at <http://standards.nasa.gov/documents/nasa;>

NASA Standard	TITLE
NASA-STD-8739.8	Software Assurance Standard
NASA-STD-8739.13B	Software Safety Standard

c. To perform individual task orders which involve software development and/or maintenance for human-rated software systems, non-human space rated software systems, or mission support software; the Contractor shall be rated at Capability Maturity Model – Integration (CMMI®) for Development Capability Level 2 or higher.

d. AS9100 – See E.3 Applicable AS9100 Terms and Conditions for Quality Sensitive Task Orders

(End of Clause)



### E.3 Applicable AS9100 Terms and Conditions for Quality Sensitive Task Orders

a. The contractor shall provide notification to the Government of any nonconforming supplies prior to the delivery of the supplies in accordance with the terms of this contract. The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

b. The contractor shall provide notification to the Government prior to making any changes in its supplies and/or process definitions as specified in the Statement of Work/Task Order Specifications for this contract. If such changes result in a nonconforming supply that is a deliverable under this contract, the requirements of paragraph a., above, shall apply.

c. The Contractor shall prepare records evidencing all inspections made to the deliverables under this contract and the outcome of such inspections. Documentation created or received by all suppliers/contractors in the process of performing work for NASA are considered official NASA records and shall be accounted for, maintained, safeguarded, preserved and disposed of in accordance with NPR 1441.1, NASA Records Retention Schedules. Long-term and permanent records (defined in NPR 1441.1) are turned over to NASA for appropriate archival/storage at the end of the contract. Corporate records of a contractor's intracompany operations are considered as private business and are exempt from this requirement. The Government, including any applicable customers to the specific program or project related to work being performed under this agreement, and other regulatory authorities (e.g. FAA), have the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract. The Government may perform inspection or test on the premises of the Contractor or a subcontractor. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided for in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

d. The contractor shall include the applicable requirements including but not limited to, quality inspections, tests and documentation as contained in the Statement of Work (SOW)/Task Order Specifications and the requirements of this clause in all subcontracts.

Definition of a "Quality Sensitive" Task Order - Is a Task Order that is marked "Critical and complex" and is a requirement as defined in NASA Policy Directive (NPD) 8730.5, NASA Quality Assurance Program Policy, involving the processes and services that support the design, development, fabrication, component assembly, and system installation of flight hardware, flight software, and associated ground support equipment interfacing with flight hardware and flight software. Specifically, **Critical work** is any hardware task that, if performed incorrectly or in violation of prescribed requirements, could result in loss of human life, serious injury, loss of mission, or loss of significant mission resources (e.g., Government test or launch facility). **Complex work** involves either: a) the design, manufacture, fabrication, assembly, testing, integration, maintenance, or repair of machinery, equipment, subsystems, systems, or

platforms; or b) the manufacture/fabrication of parts or assemblies which have quality characteristics not wholly visible in the end item and for which conformance can only be established progressively through precise measurements, tests, and controls applied.

End of Section

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F**

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

(End of clause)

CLAUSE NUMBER	CLAUSE TITLE
52.242-15	STOP-WORK ORDER (AUG 1989) ALT I
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)

**F.2 PERIOD OF PERFORMANCE**

(a) The period of performance of this contract (exclusive of the 30 day phase-in) is 60 months from the effective date of the contract.

(b) The period of performance shall be stated in each individual Task Order. Issuance of task orders shall not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the period of performance shall not exceed 12 months beyond the contract period of performance.

(End of clause)

**F.3 PLACE OF PERFORMANCE - SERVICES**

The services to be performed under this contract shall be performed at the following location(s): NASA Langley Research Center, Hampton, VA, the Contractor's facility and other sites that may be designated by the Contracting Officer.

(End of clause)

**F.4 DELIVERY AND/OR COMPLETION SCHEDULE**

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

In accordance with (IAW) each task order issued under the contract; all items must be delivered no later than 12 months after the expiration date of the contract. (End of clause)

(End of Section)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

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

(End of clause)

CLAUSE NUMBER	CLAUSE TITLE
1852.227-86	COMMERCIAL COMPUTER SOFTWARE--LICENSING (DEC 1987)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)

**G.2 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (JUN 2000)**

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

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

(c) The Government will advise the Contractor in writing of the evaluation results. The Contracting Officer will make payment based on FDO determination.

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

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at **B.5**. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

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

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

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

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

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

(End of clause)

### **G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (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:

NASA Shared Services Center  
Financial Mgmt Division / Accts Payable, Bldg 1111, C. Road  
Stennis Space Center, MS 39529  
Fax 866-209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)

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

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

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying

office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

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

Ms. Pedro Fuertes  
Defense Contract Audit Agency  
Southeastern Maryland Branch Office  
One Mall North, Suite 200  
10025 Governor Warfield Parkway  
Columbia, MD 21044-3329  
410-715-7152

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 COTR; and
- (iv) Copy 4 Contract administration office

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

(d) (1) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Shared Services Center  
Financial Mgmt Division / Accts Payable  
Bldg 1111, C. Road  
Stennis Space Center, MS 39529  
Fax 866-209-5415  
Email: NSSC-AccountsPayable@nasa.gov

**G.4 INVOICE PAYMENTS**

(a) The invoice for CLIN 1, Phase-In Period, shall be submitted at the end of the Phase-In Period.

(b) In accordance with the contract clause entitled Payments (FAR 52.232-1), payment will be made by the Government to the Contractor no more than twice monthly based on receipt of a proper invoice and satisfactory contract performance.

(c) A proper invoice is defined as containing the following information:

- (1) Contract/Task Number,
- (2) Name and address of Contractor,
- (3) Invoice date,
- (4) Invoice number and Taxpayer Identification Number,

- (5) CLIN, quantity, unit of measure, unit price and extended price for services performed;
- (6) Total amount due, per CLIN
- (7) Name and title of signer, signature and date;

(d) The Original plus 3 copies of all invoices marked either "Interim" or "Final" as appropriate, shall be sent directly to the Payment Office at the following address:

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

Email: NSSC-AccountsPayable@nasa.gov

(e) All payments will be made by electronic funds transfer. Payment will be forwarded to the financial institution and account identified in the Standard Form 3881 executed by the Contractor.

(End of clause)

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

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

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

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

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

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

(1) Rescinded in its entirety; or

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

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

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

(End of clause)

**G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (1852.245-70) (SEP 2007) (DEVIATION)**

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

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

(i) Justify the need for the property;

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

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

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

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



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

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

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

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

#### **G.7 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (SEP 2007) (DEVIATION)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

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

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

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

Contract Managers shall ensure all Installation Accountable Government Property is reassigned before the current contractor equipment user resigns or is terminated.

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

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

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

Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

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

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

(c) The following property and services are provided:

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

(2) Office furniture.

(3) Property listed in N/A.

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

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

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

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

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

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

(8) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

#### **G.8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (1852.245-73) (SEP 2007)**

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: See **Exhibit B**, Contract Documentation Requirements, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(End of clause)

#### **G.9 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (SEP 2007) (DEVIATION)**

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

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

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

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

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

- (1) Date originally placed in service.

(2) Item condition.

(3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below: NASA Langley Research Center, 4 South Marvin Street (Bldg. 1206), Hampton, VA 23681-2199

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

(End of clause)

**G.10 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (DEVIATION)  
(1852.245-78) (SEP 2007)**

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

(1) The Contractor shall inventory -

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

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

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

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

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

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

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

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

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

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

(2) Include additional supporting reports of -

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

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

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

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

(End of clause)

#### **G.11 PROPERTY MANAGEMENT CHANGES (1852.245-75) (SEP 2007) (DEVIATION)**

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

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

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

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at: NASA Langley Research Center, Attn: Susan Tillman, Mail Stop 377, Hampton, VA 23681-2199, (757) 864-2064, susan.c.tillman@nasa.gov.

(End of clause)

**G.12 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (SEP 2007) (DEVIATION)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2E, Facility Maintenance and Operations Management
- (3) LAPD 8800.14, Real Property Management

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

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

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

(End of Clause)

**G.13 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 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:

Title	Address (including zip code)
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New Technology Representative	COTR: <u>Garnett Hutchinson</u> M/S: <u>401</u> NASA Langley Research Center Hampton, VA 23681-2199
Patent Counsel	Patent Counsel M/S 141 NASA Langley Research Center Hampton, VA 23681-2199

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

End of Section



**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

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

(End of clause)

<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE</b>
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) Fill In: (b) NASA Langley Research Center ALT I (FEB 2000)
1852.235-73	FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985)

**H.2 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 business days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

### **H.3 ORDER LIMITATIONS. (52.216-19) (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000,000;

(2) Any order for a combination of items in excess of \$100,000,000; or

(3) A series of orders from the same ordering office within 10 days that together call for

quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **H.4 TASK ORDERING MANAGEMENT SYSTEM**

The Contractor shall provide administration and access to a Task Ordering Management System (TOMS) to facilitate the task ordering process and management of task ordering. The TOMS shall be a secure web based system capable of tracking and storing the ordering process of tasks from initiation to completion. As a minimum the following data fields are required: start, stop and completion dates of task orders, total hours, total cost, total fee (if applicable), Work Breakdown Structure number (WBS), NASA Work Order number, job Tracking Number, customer contact information, and a completed task quality standard metric (if applicable) with customer-feedback and comment input field. In addition the system shall have a "dash board" displaying the number of orders: active, completed, initiated, and awaiting action. The system shall be able to produce reports on various data fields and be exported into Microsoft Excel to include NF 533 and Work Year Equivalents (WYE's) Reports. The system shall be able to retain document attachments in various files types (e.g. Microsoft Office files, Acrobat Reader files, AutoCAD files). The system shall have user password and security to ensure only authorized users have access. The system shall have user interface help resources and training/user documents. All data in the system shall be protected as Government source data and all data rights are retained by the Government.

(End of Clause)

#### **H.5 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992)**

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

New Year's Day

Martin Luther King, Jr.'s Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

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

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

**ALTERNATE I (SEP 1989)**

As prescribed in 1842.7001(b), add the following paragraphs (c) and (d) as Alternate I to the clause.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

**ALTERNATE II (OCT 2000)**

As prescribed in 1842.7001(c), add the following as paragraphs (e) and (f) if Alternate I is used, or as paragraphs (c) and (d) if Alternate I is not used. If added as paragraphs (c) and (d), amend the first sentence of paragraph (d) by deleting "(e)" and adding "(c)" in its place.

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

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

**H.6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated ~~July 12, 2010~~ are hereby incorporated by reference in this resulting contract.

(End of Clause)

**H.7 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LARC 52.204-91) (FEB 2007)**

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, " Requirements for Processing Requests for Access

to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

#### **H.8 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LaRC 52.211-99) (APR 2007)**

(a) Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the contractor under this NASA LaRC contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officers Technical Representative (COTR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

(b) Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The contractor shall immediately notify the COTR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

(c) Identification of Contractor Personnel - All contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as contractor personnel. Contractor employees shall never identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all contractor work spaces located on NASA LaRC shall be clearly identified.

(d) Marking of Reports - The contractor shall mark all documents or reports produced under this contract with the contractor name, contract number, and task order number if applicable.

#### **H.9 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LARC 52.211-104) (FEB 2007)**

(a) Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be

held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out-Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

(End of clause)

**H.10 ENABLING CLAUSE BETWEEN SCIENCE, TECHNOLOGY, AND RESEARCH SUPPORT SERVICES CONTRACTOR AND THE RESEARCH, OPERATIONS, MAINTENANCE, AND ENGINEERING (ROME) CONTRACTOR (LaRC 52.215-116) (FEB 2003)**

(a) NASA has entered into a contract for Research, Operations, Maintenance, and Engineering (ROME) support and other applicable on-site contracts.

(b) In the performance of this contract, the Science, Technology and Research Support Services II (STARSS II) contractor agrees to cooperate with the ROME Contractor by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data; discussing technical matters related to the project; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(c) The Contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government and the subcontractors.

(d) Contractor personnel are not authorized to direct another Contractor in any manner.

(e) To the extent that the work under this contract requires access to proprietary information, and as long as these data remain proprietary, the Contractor shall protect the data from unauthorized use and disclosure.

(f) Neither the Contractor nor its subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

(End of clause)

**H.11 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES (LARC 52.223-92) (MAY 2006)**

The Langley Research Center (LaRC) Safety Awareness Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Awareness Event, the Contractor shall require all onsite and near site employees to participate in Safety Awareness activities at LaRC.

(End of clause)

**H.12 ORGANIZATIONAL CONFLICTS OF INTEREST - NOTICE, PROCEDURES AND REQUIREMENTS**

(a) **Notice.** Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. This clause provides Offerors with notification of the potential OCIs that the CO has identified, the approach to neutralize and mitigate the potential OCIs that have been identified, and related OCI requirements. This acquisition will result in an indefinite delivery/indefinite quantity type contract under which the contractor will perform many tasks which have not yet been identified. The tasks will entail science, technology and research support services for Langley Research Center (LaRC). Therefore, in accordance with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest (OCI), the Contracting Officer has determined that there is a potential for this acquisition to give rise to the types of organizational conflicts of interest described below in paragraph (b). Based on the potential types of OCIs that could arise in relation to the resultant contract, the Contracting Officer has included OCI mitigation approaches within paragraph (c). [For purpose of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).]

(b) **Description of Potential Conflicts.** The contractor will have access to and may generate "sensitive information" as defined in NFS 1852.237-72, Access to Sensitive Information. For example, the contractor may have access to NASA data regarding future science mission plans and requirements and access to proprietary data provided by other science mission support contractors such as unique designs, assemblies, and engineering concepts for projects such as Exploration, Aeronautics and Science Missions. This has potential for an "Unfair Competitive Advantage" type OCI should the contractor wish to compete under solicitations for related science missions. It is also likely that the contractor's work under this contract could result in deliverables that will lead directly, predictably and without delay to a statement of work for a Government procurement solicitation, so a "Biased Ground Rule" type of conflict could occur. Task Orders issued under the contract generally will not entail work that requires the contractor to perform evaluation of proposals or of work performed by itself or its affiliates or competitors, so an "Impaired Objectivity" type of conflict is unlikely to occur.

(c) **Description of OCI Mitigation Approaches.** To ensure that the above potential OCIs that could occur relative to task orders issued under this contract are properly mitigated, this contract includes the following:

- (i) This clause that includes OCI requirements and procedures for responding to task orders to identify and mitigate potential OCIs.
- (ii) A requirement for Offerors to provide an OCI Mitigation Plan for evaluation (see Sections L and M). The OCI Mitigation Plan and its obligations are hereby incorporated in the contract by reference.

Either the Contractor or the Government may propose changes to the OCI Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the changes into the plan by contract amendment. In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary subject to Contractor appeal as provided in the Disputes clause.

(iii) The Access to Sensitive Information Clause which includes information protection requirements and which incorporates the contractor's OCI mitigation plan into the contract. Detailed data protection requirements are to be included within the contractor's OCI mitigation plan.

(iv) A Limitation of Future Contract Clause.

(d) Contractor's response to Task Orders: Within two working days of receipt of a Task Order request causing a potential conflict to arise, the Contractor shall notify the Contracting Officer and provide a report of a potential conflict detailing:

- (1) The nature of the conflict
- (2) Plan for avoiding, neutralizing or mitigating the conflict
- (3) The benefits and risks associated with acceptance of the plan

(e) Government Response to a Report of a Potential Conflict: The Contracting Officer shall review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

- (1) The Contractor shall perform consistent with the Task Order;
  - (2) The Contractor shall not perform the Task Order;
  - (3) The Task Order shall be modified to remove the identified conflict and/or work identified in the Task Order;
- or
- (4) The Contractor may identify a subcontractor who can provide services consistent with the Task Order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor will ensure that sensitive information provided to or generated by the subcontractor team performing the task order will not be transmitted to any prime or subcontractor employees who are not also performing the task order. Further, the subcontractor will not release any information regarding the task order to anyone but Government personnel identified by the Contracting Officer as proper recipients of the information. This subcontract arrangement will not obviate the Contractor's responsibility for acceptable technical performance of the Task Order.

(f) Additional requirements:

- (1) Any limitations on future contracting resulting from the Contractor's preparation of materials that lead to solicitations, or access to proprietary, business confidential, or financial data of another company are identified in Section **H.13** NFS 1852.209-71, "Limitation of Future Contracting".
- (2) The Contractor shall include this clause in all subcontract(s) regardless of tier.

(g) *Representation*. By submission of its offer, the Offeror represents, to the best of its knowledge and belief that it does not know of any facts that would alter the contracting officer's determination in paragraph (b) regarding the potential conflicts of interest that are likely to arise from work under this contract.



(h) Breach. Any breach of the above restrictions and any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in—

- (1) Termination of this contract for default;
- (2) Disqualification of the contractor for subsequent contractual efforts; or
- (3) Other remedies as may be available under law or regulation.

### **H.13 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)**

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

(b) The nature of the conflicts are described in **H.12**

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to provide acquisition systems development, specifications, statement of work or related materials that will lead directly, predictably and without delay to a statement of work for a Government competitive solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such materials, specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and/or Government sensitive, non-public information, and as long as these data remain proprietary, confidential or non-public as applicable, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete in future procurements.

(End of clause)

### **H.14 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (FEB 2004)**

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

**H.15 ISO 9001:2000 CERTIFICATION/REGISTRATION REQUIREMENTS QUALITY MANAGEMENT SYSTEM (CERTIFIED AT AWARD) (LaRC 52.246-99) (NOV 2002)**

The Contractor's quality system shall be Certified/Registered to the current ANSI/ISO/ASQC Q ISO 9001 standard, Quality Management Systems Requirements.

The Contractor's quality system shall remain in Certified/Registered to the ISO 9001 standard during the term of the contract. The Government reserves the rights to audit the Contractor's quality system at any time.

"Certified/Registered" as used in this clause means that the contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party ISO 9001 Registrar and found to meet the requirements given in the above-cited International Standard.

**H.16 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) REQUIREMENTS (LaRC 52.246-104) (APRIL 2008)**

The Contractor (including subcontractors) that will be performing software engineering shall be CMMI for Development Capability Level 2 or higher as measured by a Software Engineering Institute (SEI) authorized lead appraiser from an external organization in the following Process Areas:

- (a) Requirements Management
- (b) Configuration Management
- (c) Process and Product Quality Assurance
- (d) Measurement and Analysis
- (e) Project Planning
- (f) Project Monitoring and Control
- (g) Supplier Agreement Management

The Contractor shall successfully complete a Standard CMMI Appraisal Method for Process Improvement (SCAMPI) Class A appraisal at Capability Level 2 or higher against the CMMI for Development (CMMI-DEV) model and submit the appraisal results for review and acceptance.

The Contractor shall maintain or upgrade its CMMI rating for the term of the contract and perform software engineering in accordance with the appraised process areas.

The Government reserves the right to audit the Contractor's CMMI processes at any time.

**H.17 GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) SERVICES**

NASA Langley Research Center will furnish all necessary computers and related information technology services that will be connected to the NASA network infrastructure. The Outsourced Desktop Initiative for NASA, ODIN, contractor or ODIN's successors shall manage the information technology services. The Contractor shall not connect any hardware to the NASA network infrastructure without the permission of Langley Research Center Chief Information Officer, CIO. A listing of desktop systems offered may be accessed at <https://www.odin.lmit.com/larc/services.html>.

As a Federal Government information system, the controls and processes of NASA's network infrastructure must comply with the Federal Information Security Management Act of 2002, FISMA. The controls and processes of the network are outlined in the network's system security plan. The following table is a list of requirements based on the NASA network system security plan.

	<b>Off-site Facility IT Requirements</b>
<b>Building Physical Security</b>	<ul style="list-style-type: none"> <li>• Physical access to desktops connected directly to the Center IT resources shall be limited as to reasonably deter IT security issues. NASA Langley Office of the Chief Information Office, (OCIO), and OCIO support staff must have access to the NASA network infrastructure and desktop systems 24 hours a day, seven days a week in order to manage the systems and respond to incidents.</li> </ul>
<b>Communications Rooms</b>	<ul style="list-style-type: none"> <li>• Environmental controls including space, heating, air conditioning, and ventilation must be in place to support IT hardware, software, and networking equipment.</li> <li>• If commercial or non-NASA network demarcation is required, it must be physically separate from NASA demarcation.</li> <li>• Physical access restriction mechanisms, such as locks or card key access, must be in place to prevent access to the NASA network infrastructure communications room. The securing mechanisms must be approved by the NASA Langley OCIO.</li> </ul>
<b>Network Infrastructure</b>	<ul style="list-style-type: none"> <li>• Facility cable plant must be managed by NASA's network management contractor.</li> <li>• All network infrastructure providing direct connectivity to the Center must be managed by the Center OCIO in compliance with LAPD 2400.3.</li> <li>• Physical and logical access to network switches, router, bridges, and other network devices connecting the facility's information technology devices to Center resources shall be restricted to NASA's Information Technology Infrastructure Branch, (ITIB) and NASA's network management contractor. Access shall be granted to a limited number of non-NASA network management contractor personnel based on safety requirements. The list of persons having access to the NASA network infrastructure devices must be approved by the NASA OCIO.</li> <li>• At no point shall the NASA network infrastructure be connected physically or logically to any other network.</li> </ul>
<b>Computers/Servers (all network connected devices)</b>	<ul style="list-style-type: none"> <li>• Desktop systems connected to the NASA network infrastructure shall be managed by the NASA desktop management contractor (currently ODIN).</li> </ul>
<b>Wireless Network</b>	<ul style="list-style-type: none"> <li>• Wireless access to the NASA network infrastructure located at the off-site facility shall not be permitted.</li> </ul>

<p><b>Contractor Corporate VPN</b></p>	<ul style="list-style-type: none"> <li>• Access to the contractor’s corporate VPN from the NASA network infrastructure shall not be permitted.</li> </ul>
<p><b>Compliance</b></p>	<ul style="list-style-type: none"> <li>• The off-site facility infrastructure supporting the contractor’s direct access to Center resources shall remain in compliance with all Center, Agency, and Federal IT security requirements.</li> <li>• The NASA Langley OCIO retains the right to audit the off-site facility to ensure compliance with network and security requirements.</li> </ul>
<p><b>Network and IT Security Response</b></p>	<ul style="list-style-type: none"> <li>• The off-site facility must be located such that the NASA IT security team can respond to incidents with a commuting time of less than 15 minutes from Langley Research Center.</li> <li>• The off-site facility must be located such that ITIB or NASA’s network management contractor can respond to network outages or issues with a commuting time of less than 15 minutes from Langley Research Center.</li> </ul>

**Note:** Contractor activities that are not part of the NASA mission should not be performed on Government resources (network or computer.) As such, a non-NASA network may be required to support these functions. If this is required, the NASA and non-NASA networks must be physically and logically separated, and NASA will be required to periodically audit their network to make sure that network cross-connections do not exist.

End of Section

## SECTION I - CONTRACT CLAUSES

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

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

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

CLAUSE NUMBER	CLAUSE TITLE
52.202-1	DEFINITIONS (JUL 2004)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (SEP 2010)
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 (SEP 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) Fill In: NASA LaRC Office of Inspector General; (757) 864-3262
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
52.204-10*	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2010)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (MAR 2009)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (SEP 2010)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (SEP 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

CLAUSE NUMBER	CLAUSE TITLE
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (SEP 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) Fill in: (3) The designated payment office will make interim payments for contract financing on the 30 <sup>th</sup> day after the designated office receives a proper payment request.
52.216-18	ORDERING (OCT 1995) (IDIQ only) Fill in: (a) contract effective date through the end of the contract period of performance.
52.216-22	INDEFINITE QUANTITY (OCT 1995) (IDIQ only) Fill in: (d) 12 months after the completion of the contract.
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Fill in: (a) "zero"
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (SEP 2010)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
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)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18*	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

CLAUSE NUMBER	CLAUSE TITLE
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) ALT I (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (Dec 2007)
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007) – AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 NOTE: The paragraph numbering has changed in the updated FAR clause 52.227-14. Until such time as 1852.227-14 is updated all references in 1852.227-14 to subparagraph (3) shall be changed to subparagraph (4). RIGHTS IN DATA--GENERAL ALTERNATE III (DEC 2007)
52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.230-2	COST ACCOUNTING STANDARDS (OCT 2010)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (OCT 2008)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (OCT 2010)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008) 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) ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES – COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (APR 1984) Fill in (b) 20 days; (d) 30 days

CLAUSE NUMBER	CLAUSE TITLE
52.244-2	<b>SUBCONTRACTS (OCT 2010)</b> Fill in: (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: any subcontract over \$11.5M Insert: (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: any and all subcontractors evaluated during pre-award.
52.244-5	<b>COMPETITION IN SUBCONTRACTING (DEC 1996)</b>
52.244-6	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2010)</b>
52.245-1	<b>GOVERNMENT PROPERTY (AUG 2010)</b>
52.245-9	<b>USE AND CHARGES (AUG 2010)</b>
52.246-25	<b>LIMITATION OF LIABILITY - SERVICES (FEB 1997)</b>
52.247-1	<b>COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)</b>
52.248-1	<b>VALUE ENGINEERING (OCT 2010)</b>
52.249-4	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)</b>
52.249-6	<b>TERMINATION (COST REIMBURSEMENT) (MAY 2004)</b>
52.249-14	<b>EXCUSABLE DELAYS (APR 1984)</b>
52.251-1	<b>GOVERNMENT SUPPLY SOURCES (AUG 2010)</b>
52.253-1	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>
1852.216-89	<b>ASSIGNMENT AND RELEASE FORMS (JUL 1997)</b>
1852.219-74	<b>USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)</b>
1852.227-11	<b>PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)</b>
1852.227-14	<b>RIGHTS IN DATA- GENERAL</b>
1852.228-75	<b>MINIMUM INSURANCE COVERAGE (OCT 1988)</b>
1852.237-70	<b>EMERGENCY EVACUATION PROCEDURES (DEC 1988)</b>
1852.242-78	<b>EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)</b>
1852.243-71	<b>SHARED SAVINGS (MAR 1997)</b>

## I.2 Notice of Total Small Business Set-Aside. (52.219-6) (JUN 2003)

(a) *Definition.* Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.



(End of clause)

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (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.4 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)**

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

(End of clause)

### **I.5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (52.223-9) (MAY 2008)**

(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 content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

#### **I.6 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (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 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

#### **I.7 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (1852.204-76) (OCT 2009) (Class Deviation IAW PIC 09-14)**

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: [www.nasa.gov/offices/ocio/itsecurity/index.html](http://www.nasa.gov/offices/ocio/itsecurity/index.html). For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management 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.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government 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 (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.  
(End of clause)

#### **I.8 OMBUDSMAN (1852.215-84) (OCT 2003) – ALTERNATE I (JUN 2000)**

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Cynthia C. Lee, direct inquiries to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2426; facsimile (757) 864-8541. Concerns, issues, disagreements, and recommendations which cannot be

resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov.

Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

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

(End of clause)

#### **I.9 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to

award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.10 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

#### **I.11 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [all pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the

information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

(End of Section)



**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 LIST OF EXHIBITS/ATTACHMENTS**

The following documents are attached hereto and are made a part of this contract:

**Exhibits**

Exhibit A	Statement of Work (SOW)
Exhibit B	Contract Documentation Reporting Requirements
Exhibit C	Government Property (Off-Site)
Exhibit D	Government Property Plan
Exhibit E	Organizational Conflict of Interest Plan
Exhibit F	IT Security Plan
Exhibit G	Quality Plan
Exhibit H	Schedule of Rates
Exhibit I	Award Fee Plan
Exhibit J	Safety & Health Plan

End of Section

## **Section C. STATEMENT OF WORK**

### **Science, Technology and Research Support Services (STARSS II)**

#### **1.0 Purpose**

This Statement of Work (SOW) defines the science, technology and research support requirements of NASA Langley Research Center (LaRC). These requirements include, but are not limited to, support in Earth and planetary atmospheric science, research and technology, and Atmospheric Sciences Data Center (ASDC).

#### **2.0 General Scope**

The Contractor shall furnish all personnel, facilities, administrative services, equipment, supplies, and materials, not provided by the Government, necessary to support the NASA Langley Research Center science programs and related engineering activities. Work requirements encompass the broad scope of the missions and responsibilities of the Langley Research Center's science, technology, research and related applications programs. All work assignments will be made by the issuance of Task Orders (TOs). Work will be performed in compliance with Federal, Agency, and LaRC specific policies, procedures, and regulations, including NASA Procedural Requirements (NPRs) as specified in the contract documents. Specifically, Information Technology Security (ITS) activities shall comply with NPR 2810.1, "Security of Information Technology" and appropriate Federal Information Processing Standards (FIPS) located on the NASA Online Directives Information System (NODIS) Library at [http://nodis3.gsfc.nasa.gov/main\\_lib.html](http://nodis3.gsfc.nasa.gov/main_lib.html). The general categories of work to be performed are outlined below.

#### **2.1 Responsiveness**

The Contractor shall be responsive to face-to-face meeting requests. The government will require the contractor to participate in scheduled and emergency face-to-face meetings to address a wide variety of task related issues.

#### **3.0 Science Support Requirements**

The Contractor shall provide scientific, analysis, and modeling support necessary to conduct atmospheric science research. The Contractor shall also provide administrative, consulting, outreach, and applications support to the NASA Langley Research Center's science program. The Contractor shall provide support for scientific publications including conference papers, presentations, and journal articles.

#### **3.1 Algorithm Development, Implementation and Maintenance**

The Contractor shall develop, implement, improve and maintain inversion algorithms for retrievals of atmospheric properties based on observations by space, aircraft, in situ and surface-based instruments. Current projects of this nature include CERES, CALIPSO and lidar systems such as HSRL. During the lifetime of this contract, potential future projects include SAGE III, CLARREO and ASCENDS. Support for associated tasks is also

required including developing and maintaining “forward” models and diagnostic software for use by the Government for algorithm validation. Other required support includes the development and use of advanced data analysis methods and database development and management.

The Contractor shall provide operational processing code for implementing these algorithms following software engineering standards. This comprises the entire end-to-end development process including software planning, development, implementation, checkout, validation, configuration management, and documentation for processing and analyzing data from various missions and instruments. The Contractor shall prepare, operate, improve, and maintain the science computing facilities for algorithm development, implementation, and maintenance including hardware and software. The Contractor shall also provide support for processing data products as required. Documentation may include data products catalogs, interface requirements, data management plans, ancillary input data, quality assessment plans, coding guidelines, software design documents, validation documents, test plans, operator's manuals, and other documentation as needed to satisfy project/program requirements.

### **3.2 Interpretation, Analysis, Validation, and Models**

The Contractor shall analyze and interpret data from satellite, aircraft, in situ and ground-based instruments to enhance scientific understanding and for the validation of algorithms and Earth and planetary atmospheric models. This may require combining/comparing data sets in diverse formats and/or deriving geophysical quantities or relationships from the basic data. The Contractor shall support LaRC numerical modeling efforts that encompass regional air quality, chemical weather and other atmospheric applications. This includes developing new models, incorporating changes into existing models, and changes that maintain compatibility with Langley computer resources and operating systems. The Contractor shall develop and/or modify diagnostic algorithms for support analysis of numerical models for validation use by the Government. Documentation requirements include software development and user information, graphical displays of data and support for scientific publications including conference papers, presentations, and journal articles.

### **3.3 Field Missions**

The Contractor shall provide logistical support and ground facilities to personnel and equipment while conducting remote field experiments. Documentation shall be required to track equipment and supplies, instrument set up and calibration, field operations, data acquisition, data processing, and archival. The Contractor shall make arrangements for transportation, communications (both voice and data), laboratory space, utilities, and housing to support field operations. This may involve setting up experiment infrastructure at remote sites around the world. The Contractor shall also provide arrangements for travel, lodging, and emergency medical evacuation services for non-NASA participants. This includes providing support for set-up and sustained operation of both long-term measurements such as the Chesapeake Lighthouse and Aircraft Measurements for Satellites (CLAMS) site and short-term measurements such as the Atmospheric Radiation

Measurements (ARM) sites both of which are focused on atmospheric radiation, cloud, aerosol, surface, and chemistry measurements for the validation of satellite data.

**3.3.1** The Contractor shall assist in the development, maintenance, and operation of airborne (including balloons) and surface-based data acquisition systems for real-time recording and distribution of data, including verification and monitoring of instrument performance, in support of field missions. This includes providing instrument/data logger interface software, maintenance, experiment operations, data reduction, data visualization, and data base archive support for aircraft and/or field correlative measurement activities. This also includes data, graphics, website development and other inputs for documenting technical analyses and scientific studies.

**3.3.2** The Contractor shall provide assistance in preparing travel plans/orders (both foreign and domestic) for employees using appropriate NASA electronic systems and coordinate as required by appropriate protocol (documentation and communication) to NASA offices associated with approving/regulating visitors, to ensure a seamless science mission support service for the Science Directorate. The Contractor shall provide scheduling support for various science projects and program support to include established baseline schedules and adjustments as needed to present accurate reportable timelines to management. The contractor shall provide equipment management support for all Science Directorate equipment and update the database as required.

#### **3.4 Meeting Support**

The Contractor shall provide administrative and logistical support to organize and conduct science team meetings, working group meetings, technical interchange meetings, workshops, and conferences related to activities covered by this Statement of Work. The Contractor shall be responsible for making arrangements for facilities, equipment, audio, visual, graphics, documentation, interpreters/translators, and other support that may be required. This may also include the development and maintenance of websites, databases, and graphical support. The Contractor shall provide arrangements for travel and lodging for non-NASA participants.

#### **3.5 Space Mission/Payload/Instrument Operations**

The Contractor shall provide mission/payload/instrument operations support to current and future LaRC missions including: pre- and post-launch activities such as planning, integration, calibration, testing and analysis; monitoring of ground and in-orbit payload/instrument data downlink/uplink performance; screening raw telemetry data; troubleshooting; and managing required ancillary data sets, command loading and checkout, and instrument flight software. Documentation of these activities shall include, but is not limited to, operations plans, data reduction procedures, test procedures, data formats, processing instructions, and user data requirements.

#### **4.0 Atmospheric Science Data Center and Science Computing Systems Support Requirements**

The Contractor shall provide all support services necessary to maintain and enhance the Atmospheric Science Data Center (ASDC) to meet the needs of the data center's wide spectrum of customers based on the Government's requirements. The Contractor shall provide documentation to provide insight into processing, archival, and distribution of data. The Contractor shall develop and maintain websites or other media to support ASDC functions. The contractor shall provide support for the science computing environment in the Science Directorate including system administration for servers, database administration, and other support for specialized science computing systems.

#### **4.1 Customer and Data Services**

The Contractor shall provide Data Provider Support which includes, but is not limited to, developing documentation; performing Science Software Integration and Testing; providing Data Management/Analysis; inspecting and verifying data integrity; working with data provider to develop sample read programs for data products and establishing Service Level Agreements. The Contractor shall provide Data User Support which includes providing sample read programs for data holdings; providing data products and support services; providing broad visibility of data holdings and services, providing information about the projects the data center supports; and performing Data Management/Analysis. The Contractor shall operate an On-Call Service/Help Desk to provide response to Data Provider and Data Customer inquiries and to provide definition of available services. The Contractor shall put in place and execute a customer service Performance Monitoring Process to quantify Data Center performance and customer satisfaction, as it pertains to customers external to the ASDC. The following information shall be collected and tracked: Ingest, Processing, Archival, and Distribution Statistics; Number of Customers and Demographics; Uses of data products and services; User Satisfaction (Meeting Processing and Data Delivery Obligations). The Contractor shall develop outreach materials and support a variety of outreach activities to educate scientists and the general public about the ASDC. The Contractor shall explore, on an ongoing basis, technologies for possible improvement on the information architecture, data accessibility, usability, data visualization and cost effectiveness of the development and maintenance of ASDC user interfaces and produce reports and recommendations for the Government's considerations.

#### **4.2 Operations**

The Contractor shall provide support in the areas of Data Production, Data Management, and System/Infrastructure Management. Leveraging automation where practical, the Data Production and Data Management areas shall be supported as required including potential for limited support outside of core business hours. The Data Production support includes processing requests; generating Metadata to provide supporting information required for the Data Center's search and order systems; providing documentation of procedures and background information for the system integration and testing and production processes in an on-line document management system accessible by the Government within a standard web browser; and performing Quality Assurance. The Data Management

support includes obtaining the input data required to support processing; obtaining data products for distribution; delivering products to customers; maintaining data holdings; maintaining an accurate description of all data products; providing the capability to search the inventory of data holdings and request the delivery of data products, providing capability to manage logistics of filling orders; developing services (e.g. visualization and/or web/grid services that provide general programmatic access to ASDC data): and providing documentation of procedures and background information for the data management process in an on-line document management system accessible by the Government within a standard web browser. The system/infrastructure management support includes system administration database administration services, inventory control and configuration management. The contractor shall track the use of system resources; provide hardware and software maintenance, updates, and upgrades to support data center mission; and document procedures and background information for systems and infrastructure management in an on-line document management system accessible by the Government within a standard web browser. The contractor shall monitor the IT systems supporting ASDC activities, including production processing, for availability 24x7 with issues addressed as soon as practical.

#### **4.3 Systems Engineering**

The contractor shall provide systems engineering support, including systems analysis and risk assessment, systems development, prototype development, and the implementation of systems and applications from development to operations. The systems analysis and risk assessment includes identifying system risks and requirements and performing engineering studies and trade-off analysis to support decision-making. The contractor shall provide and follow a formal systems development process. The prototype development support includes identifying areas of opportunities to reduce cost while enhancing products and services; researching state-of-the-art technologies; implementing the appropriate technologies in a manner that will enhance ASDC services to its customers and improve the efficiency and effectiveness of services provided to Center science customers; and provide input to the Government for the preparing of proposals describing such systems and functionality for submittal to funding organizations.

The contractor shall provide continued system and software engineering for the evolution of the ASDC Archive Next Generation (ANGe) archive system. The primary digital libraries managed by the ANGe archive system are those from the Clouds and Earth Radiant Energy System (CERES) Project and the Cloud-Aerosol Lidar and Infrared Pathfinder Satellite Observation (CALIPSO) Project. The contractor shall also provide system engineering support for the Earth Observing System Data and Information System (EOSDIS) Core System (ECS). The primary digital library managed by the ECS is from the Multi-angle Imaging Spectro Radiometer (MISR) Project. The contractor shall support the Government in efforts to improve the management of the ASDC digital libraries including the potential of migrating to a single archive system (ANGe). The scope of the development and implementation encompasses user interfaces, metadata management, data and storage management systems, and the automated management of data ingestion, archive, distribution, production, and other additional data processing requests from the ASDC data providers and data customers.

#### **4.4 SD System Administration Support**

The contractor shall provide system administration support to authorized systems and peripherals and to users, both onsite and offsite and in field campaign or travel situations, consistent with Federal, NASA, Langley Research Center and SD policies and practices.

The contractor shall perform standard, industry-practice system administration functions for assigned systems. System Administrators are responsible for initial configuration, installation of user applications and special application packages, installation of all OS upgrades and patches, and account management. The contractor shall provide assistance to the authorized users of assigned systems, in response to requests by the users, through a common help request system. The contractor shall coordinate with other contractors as required. The contractor shall provide system administration support and be responsible for assigned Lab and Field Equipment

The contractor shall maintain accurate inventories of hardware, software and network configurations. The contractor shall perform ITS support for SD interfacing with the Center IT Security organization. The contractor shall provide ITS consultation and ensure that ITS issues are addressed across all areas in the ASDC. The contractor shall identify ITS issues with existing systems and coordinate appropriate responses.

#### **5.0 Instrument Development Requirements**

The Contractor shall provide technical support in the development of diverse aspects of technologies required to build space, aircraft, and in situ instruments to meet future Earth and planetary atmospheric research needs and objectives.

##### **5.1 Instrument/Sensor Design**

The Contractor shall provide technical support required to translate research objectives and scientific requirements to viable instrument concepts for ground, aircraft, and spaceflight atmospheric research applications. The Contractor shall support design in the following areas: detector/sensor systems, pointing/control systems, lasers (particularly lidar systems), optical design, electronics, microprocessor systems, data acquisition and thermal, mechanical, and structural systems.

##### **5.2 Instrument/Sensor Development**

The Contractor shall provide support for instrument design verification, assembly, modification, and testing. Analysis efforts shall include the development of end-to-end performance models of instrument systems and the evaluation of platform environmental effects on instrument performance and science data quality. The Contractor shall develop and maintain documentation associated with hardware development. Types of documentation include, but are not restricted to, the following: instrument configuration and assembly history; drawings; schematics; parts lists; hardware test data; command/control/sequencing procedures; data acquisition and display formats; data sampling; aircraft and spacecraft interfaces; instrument status and trend data; component-

level, subsystem-level, and system-level testing procedures; user guides; and recommended operational procedures.

### **5.3 Instrument/Sensor Calibration and Testing**

The Contractor shall provide support for calibration, integration (aircraft, space platform, ground facility), testing, and qualification of research instruments developed by or for LaRC. This may include instrument/sensor characterization, laboratory evaluation, instrument trending analyses, analyses of measurement precision/accuracy, parts reliability testing and analysis, and troubleshooting instrument-related problems.

### **6.0 Communication and Outreach Requirements**

The Contractor shall research and write news releases, fact sheets, video scripts, photo captions and releases, and articles for media consumption that are related to activities and research in the Science Directorate and post approved items on the Science Directorate NASA web portal. The Contractor shall research content, write text and oversee production of video news releases, video b-roll, photography, animation, graphic illustrations, and provide on-site consultation on technical content to support television remote live shots. Also, support shall be provided to maintain, update and upgrade web pages containing research and public outreach content, and ensure that the pages meet Agency criteria for security and design. The Contractor shall work with LaRC Public Affairs Office to respond to new media inquiries concerning the Science Directorate, assist with arranging interviews with LaRC personnel and provide request media products such as fact sheets, news releases, and so forth. The Contractor shall provide support which can be part of a high-functioning communications team with specialized experience as a multimedia producer and graphic designer with animation experience. The Contractor shall provide support to ensure effective and ongoing implementation of the Science Directorate's brand messaging strategy.

### **7.0 DEVELOP National Student Program Requirements**

The Contractor shall plan and organize national activities to support the NASA Science Mission Directorate Applied Sciences DEVELOP program. DEVELOP supports students who demonstrate prototype applications of NASA science measurements and predictions that address local policy issues to community leaders. The Contractor shall plan and organize national activities to include participation in scientific and governing agency conferences, lead weekly National Program meetings, and deliver presentations to high-level NASA officials. The Contractor shall be responsible for editing and proofreading students' technical papers and abstracts for publication at scientific and public policy forums, and ensuring that the NASA DEVELOP Program activities align with those of the NASA Applied Sciences Program. The Contractor shall provide assistance with activities such as the generation of fiscal year program plans, logistical support at solicitation panel reviews, and analysis of benchmark reports from NASA-funded projects. The Contractor shall be responsible for all administrative support necessary to administer payroll, travel, and other related program expenses for the student researchers in the DEVELOP program.