
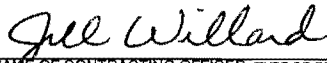


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 of 42	
2. CONTRACT NO. GS-23F-0337P		3. AWARD/EFFECTIVE DATE September 2, 2008		4. ORDER NO. NNA08BB30T		5. SOLICITATION NO.	
7. FOR SOLICITATION INFORMATION CALL		a. NAME		b. TELEPHONE NO. (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY NASA-Ames Research Center Acquisition Branch for Mission Support Mail Stop JAC:241-1 Moffett Field, CA 94035-1000				10. THIS ACQUISITION IS UNRESTRICTED SET ASIDE: 100 % FOR SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) NAICS: 561110 SIZE STD: 6.5M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
12. DISCOUNT TERMS Net 30				14. METHOD OF SOLICITATION RFQ IFB RFP			
15. DELIVER TO NASA-Ames Research Center Acquisition Branch for Mission Support Mail Stop (See Section F, Paragraph F.4) Moffett Field, CA 9403 5-1000				16. ADMINISTERED BY NASA-Ames Research Center Acquisition Branch for Mission Support Mail Stop JAC:241-1 Moffett Field, CA 9403 5-1000			
17a. CONTRACTOR/ OFFEROR Al-Razaq Computing Services 6001 Savoy, Suite 505 Houston, TX 77036 (713) 839-9613		CAGE 035U7 FACILITY CODE 107356		18a. PAYMENT WILL BE MADE BY NASA-Ames Research Center Accounting Operations Branch Mail Stop 203-18 Moffett Field, CA 94035-1000 (650) 604-5315			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01A	Financial Support Services Phase-In Period set forth in Section F, paragraph F.2(a)			1	JB	\$ 85,115.00	\$ 85,115.00
01B	Base Period set forth in Section F, paragraph F.2(b)			1	JB	\$ 5,966,001.00	\$ 5,966,001.00
01C	Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(b)			TBD	Task Order	\$12,500,000.00 (Not to Exceed)	\$12,500,000.00 (Not to Exceed)
Note:	Contractor is a Small Business, invoices to be paid upon Contracting Officer approval. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA PPC: KY 4200237007 OBLIGATE: \$364,000.00						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,551,116.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1				29. AWARD OF CONTRACT: REFERENCE dated			
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Idrisa M. Iscandri, President & CEO		30c. DATE SIGNED 7-31-08		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jill Willard		31c. DATE SIGNED 7/31/08	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (CON'T)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
---	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
---------------------	---------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
---	-----------------------------------

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

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NOTE: This document contains clauses and provisions taken from, among other sources, the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS). Whenever the word “contract” or “task order” appears in FAR and NFS clauses and provisions presented herein, substitute the word “task order” or “task assignment”, respectively. In addition, throughout this entire document, the term “Contracting Officer” refers to the Ames Research Center Contracting Officer except where specifically defined otherwise.

**SECTION B – SUPPLIES OR SERVICES AND PRICE/COST**

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

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to meet the Financial Support Services requirements set forth in Section J, paragraph J.1 (a), Attachment 1, *Statement of Work*.

1. Item No.	2. Description	3. Qty	4. Unit
<b>BASE PERIOD</b>			
01A*	Phase-In Period set forth in Section F, paragraph F.2(a)	1	Job
01B*	Financial Support Services, Core Requirements, Base Period set forth in Section F, paragraph F.2(b)	1	Job
01C	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(b)	TBD	Task Order

\* Base Period – Only Line Item No. 01A (Phase-In) and 01B (Core Requirements) will be awarded at time of award:

(b) Option Periods

If Option Periods are exercised pursuant to Clause 52.217-9, “Option to Extend the Term of the Contract,” the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C.

1. Item No.	2. Description	3. Qty	4. Unit
<b>OPTION PERIOD ONE</b>			
02A	Financial Support Services, Core Requirements, Base Period set forth in Section F, paragraph F.2(c)	1	Job
02B	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(c)	TBD	Task Order

<b>OPTION PERIOD TWO</b>			
03A	Financial Support Services, Core Requirements, Base Period set forth in Section F, paragraph F.2(d)	1	Job
03B	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(d)	TBD	Task Order
<b>OPTION PERIOD THREE</b>			
04A	Financial Support Services, Core Requirements, Base Period set forth in Section F, paragraph F.2(e)	1	Job
04B	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Base Period set forth in Section F, paragraph F.2(e)	TBD	Task Order

(c) Contract Line Item Numbers (CLINs) 01B, 02A, 03A and 04A are Firm-Fixed Price (FFP) Core Requirements items. If the Core Requirements decreases, or increases, the Government reserves the right to re-negotiate the firm-fixed-price value.

(d) CLINs 01C, 02B, 03B, and 04B are Indefinite Delivery/Indefinite Quantity (IDIQ) items where FFP task orders will be authorized in accordance with Clause H.5 (Task Ordering Procedure) by the Contracting Officer (CO) at the rates set forth in Section J, paragraph J.1 (a), Attachment A-2, *Indefinite Delivery/Indefinite Quantity Pricing*.

In the event that the Government does not order the minimum quantity specified below for the base and each option period exercised combined, the Government's obligation is limited to payment of the minimum.

<b>IDIQ Quantity</b>	<b>Minimum Quantity</b>	<b>Maximum Quantity</b>	<b>Total Potential IDIQ Value</b>
<b>Base through Option 3 if exercised</b>	<b>\$500,000</b>	<b>\$12,500,000</b>	<b>\$12,500,000</b>

Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

If there is a requirement for travel and training, it will be issued under an IDIQ task order. The Contractor shall renegotiate the task orders if travel and training is required. Profit will not be paid for Travel and Training expenses, only the accepted general and administrative (G&A) expense will be applied to these cost. If there is a requirement for Travel and Training, the contractor will estimate the cost as a separate cost element on the applicable FFP task order.

(End of Clause)

**B.2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)**

The total firm fixed price of this contract is as follows:

(a) **Phase-In:**

CLIN 01A - Financial Support Services \$85,115.00

**Base Period:**

CLIN 01B - Financial Support Services,  
Base Requirements \$5,966,001.00

(b) **Option Period One:**

CLIN 02A - Financial Support Services,  
Core Requirements \$3,370,975.00

(c) **Option Period Two:**

CLIN 03A - Financial Support Services,  
Core Requirements \$3,488,960.00

(d) **Option Period Three:**

CLIN 04A - Financial Support Services,  
Core Requirements \$3,611,073.00

**TOTAL FIRM FIXED PRICE FOR  
PHASE-IN AND CORE REQUIREMENTS \$16,522,124.00**

(End of Clause)

**[END OF SECTION]**

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

**C.1 STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)**

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

(b) Work shall be accomplished in accordance with the Statement of Work dated April 16, 2008, entitled *Financial Support Services*, which is incorporated in Section J, paragraph J.1 (a) as Attachment 1.

(End of Clause)

**[END OF SECTION]**



**SECTION D - PACKAGING AND MARKING**

**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

FAR website: <http://acquisition.gov/far/index.html>

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

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

(End of Clause)

**[END OF SECTION]**

**SECTION E - INSPECTION AND ACCEPTANCE**

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

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

FAR website: <http://acquisition.gov/far/index.html>

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

(End of Clause)

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

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

ITEM	QUALITY ASSURANCE FUNCTION	LOCATION
All	Final Inspection & Acceptance	NASA Ames Research Center Moffett Field, CA

(End of Clause)

**[END OF SECTION]**

## SECTION F - DELIVERIES OR PERFORMANCE

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

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

FAR website: <http://acquisition.gov/far/index.html>

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

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

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	Stop Work Order

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(End of Clause)

### F.2 PERIOD OF PERFORMANCE

(a) **Phase-In Period:**

Phase-In Period shall not exceed forty five (45) days from effective date of the contract.

(b) **Base Period:**

Period of Performance shall be for twenty-two and one-half (22-1/2) months from completion of contract Phase-in Period.

NOTE: Phase-In and the Base Period shall not exceed twenty-four months.

(c) **Option Period One:**

If Option Period One is exercised, the period of performance of this contract shall be for twelve (12) months from completion of Base Period.

(d) **Option Period Two:**

If Option Period Two is exercised, the period of performance of this contract shall be for twelve (12) months from completion of Option Period One.

(e) **Option Period Three:**

If Option Period Three is exercised, the period of performance of this contract shall be for twelve (12) months from completion of Option Two.

(End of Clause)

**F.3 PLACE OF PERFORMANCE**

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

(End of Clause)

**F.4 DELIVERY SCHEDULE**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center  
Attn: Mari E. Matsueda, COTR  
Mail Stop: 200-8  
Moffett Field, CA 94035-1000  
Re: NNA08BB30T

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, *Delivery of Reports*.

(End of Clause)

**F.5 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a), Attachment 4, *Contract Data Requirements List*. Reports specific to task orders will be specified in the individual task order.

(End of Clause)

**F.6 PHASE-IN/PHASE-OUT**

(a) Contractor Phase-in

(1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of other activities prior to assumption of responsibility for the effort described in the Statement of Work (SOW).

(2) The Contractor shall have up to 45 calendar days after the effective date of the contract in which to conduct phase-in. Office space will be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the SOW.

(3) During Phase-in the Contractor shall:

(i) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) Perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and ensure readiness to assume full contract performance. As part of the phase-in activities, the Contractor shall provide the following:

- Final Safety and Health Plan
- Qualified contractor staff badged in accordance with the Personal Identity Verification (PIV) Procedures provided in I.2, *Personal Identity Verification of Contractor Personnel*.
- An automated Task Approval Tool no later than 30 Days after contract award.

(b) The Contractor shall invoice the Government only at the completion of Phase-in. The Government's obligations under this contract will not commence until after the successful completion of Phase-in.

(c) Contractor Phase-out

(1) Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the SOW during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

**[END OF SECTION]**

## SECTION G - CONTRACT ADMINISTRATION DATA

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

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

FAR website: <http://acquisition.gov/far/index.html>

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

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

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

CLAUSE NO.	DATE	TITLE
------------	------	-------

None included by reference

(End of Clause)

### G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's 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 J-1 of this contract.

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

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is:
  - (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor shall 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.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)**

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

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

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

- (b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.
- (c) This contract  does  does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Contractor may invoice every two weeks or on approved task order payment schedule, in arrears.
--

(End of Clause)

**G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (SEP 2007) (ALTERNATE I) (DEVIATION) (SEP 2007)**

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

- NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual
- NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements
- NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

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

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

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



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

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

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

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

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

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

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

(2) Office furniture.

(3) Property listed in Section J, paragraph J.1(a), Attachment 3, of the contract.

(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) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: None.
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) 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)

**[END OF SECTION]**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

FAR website: <http://acquisition.gov/far/index.html>

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

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

CLAUSE NO.	DATE	TITLE
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None included by reference

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

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	Restrictions on Printing and Duplication
1852.223-70	APR 2002	Safety and Health
1852.233-75	FEB 2002	Major Breach of Safety or Security
1852.242-72	AUG 1992	Observance of Legal Holidays (Alternate I) (SEP 1989) (Alternate II) (OCT 2000)

(End of Clause)

### H.2 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (ALTERNATE I) (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 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (FFP for labor and T & M for Training and Travel)
  - (6) Delivery/performance schedule including start and end dates.
  - (7) 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 3 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 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)**

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

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

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

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

(End of Clause)

#### **H.4 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)**

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

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals,

heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists.

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

(End of Clause)

## **H.5 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)**

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

(1) data submitted to the Government with limited rights or restricted rights notices;

(2) data of third parties which the Government has agreed to handle under protective arrangements; and

(3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

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

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

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

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

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

(End of Clause)

## **H.6 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)**

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

(b) Data specifically used.

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

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

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

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

(End of Clause)

**H.7 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77)  
(MARCH 1989)**

(a) Of the total price of Contract Line Items (CLIN) **01A, 01B, and 01C** the sum of **\$364,000.00** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

<b>SCHEDULE FOR ALLOTMENT OF FUNDS</b>	
Contract Award	\$364,000.00
TBD	TBD

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

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 31, 2008.

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

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

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

(4) If, after the notification referred to in paragraph (c) (3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written



request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

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

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

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

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

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

(End of Clause)

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

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

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

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

*[List here the personnel and/or facilities considered essential, unless they are specified in the contract. To be completed at time of award.]*

Key Personnel	Location
Richard Getteau	Ames Research Center, Moffett Field, CA
Michael Baumgarten, RM Group Lead	Ames Research Center, Moffett Field, CA
Sangeeta Vaidya, FM Group Lead	Ames Research Center, Moffett Field, CA

(End of Clause)

#### **H.9 FULLY BURDENED RATES (APR 2008)**

The contractor's fully burdened rates listed in Section J, paragraph J.1(a), Attachment 2, Pricing Tables, shall be utilized for pricing of the Firm Fixed Price Indefinite Delivery/ Indefinite Quantity in CLINs 01C, 02B, 3B and 4B listed in Section B, paragraph B.1.

(End of Clause)

#### **H.10 INCORPORATION OF THE CONTRACTORS PROPOSAL**

The Contractor's Mission Suitability and Price proposals submitted in response to this solicitation entitled "Financial Support Services", including any changes submitted in response to final proposal revisions, are hereby incorporated into this contract by reference.

(End of Clause)

#### **H.11 DATA RIGHTS REQUIREMENT**

This Contract includes ARC 52.227-93, Management and Protection of Data, and ARC 52.227-96, Handling of Data, which identify use, protection and distribution requirements for this Contract. During contract performance in the area of resources and program management information, contractor will have access to and will produce Government Sensitive Data and will receive access to third party proprietary financial information. As part of performing its responsibilities, Contractor will receive access the NASA Integrated Enterprise Management Program System (IEMP), which includes both Government Sensitive Data and third party proprietary data. Further, during preparation and review of financial reporting, including comparison of actual costs to phasing plans, Contractor will produce Government Sensitive Data and also receive access to third party proprietary data. The use, protection and distribution requirements contained in the above clauses apply to the above-identified data/information. The contractor is hereby instructed to carefully review and implement these requirements.

(End of Clause)

## **H.12 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING**

(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 directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

During contract performance, contractor will have access to, and in some cases, may produce Government Sensitive Data and/or will have access to third party proprietary data. Access to such data creates a potential conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof:

(i) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, its contract performance, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting contract performance.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

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

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support NASA work, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with its Contract performance.

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

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor shall include paragraphs (a) through (i) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(k) The Contractor shall provide an Organizational Conflicts of Interest Avoidance Plan with its proposal. This Plan shall address Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan shall be required prior to the Contracting Officer's authorization of that task order.

(End of Clause)

**[END OF SECTION]**

## SECTION I - CONTRACT CLAUSES

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

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

FAR website: <http://acquisition.gov/far/index.html>

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

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

CLAUSE NO.	DATE	TITLE
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-6	SEP 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	SEP 2007	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	DEC 2007	Contractor Code of Business Ethics and Conduct
52.203-14	DEC 2007	Display of Hotline Poster(s)
52.204-2	AUG 1996	Security Requirements
52.204-7	JUL 2006	Central Contract Registration
52.209-6	SEP 2006	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	JUN 1999	Audit and Records – Negotiation
52.215-11	OCT 1997	Price Reduction for Defective Cost or Pricing Data-Modification
52.215-13	OCT 1997	Subcontractor Cost or Pricing Data-Modifications
52.215-14	OCT 1997	Integrity of Unit Prices
52.215-15	OCT 2004	Pension Adjustments and Asset Reversions
52.215-18	OCT 1997	Reversion or Adjustment of Plans for Postretirement

52.216-18	OCT 1995	Ordering ( <i>Insert “Task Order award date” through “end of Option Period Three”</i> )
52.216-19	OCT 1995	Order Limitations ( <i>Insert in paragraph (a) \$500,000; insert in paragraph (b) (1), and (2) “\$12,500,000”; insert in paragraph (b)(3) “30 days”; and insert in paragraph (d) “3”</i> )
52.216-22	OCT 1995	Indefinite Quantity ( <i>Insert in paragraph (d) “end of Option Period Three”</i> )
52.217-8	NOV 1999	Option to Extend Services ( <i>Insert in paragraph: “30 days”</i> )
52.217-9	MAR 2000	Option To Extend the Term of the Contract ( <i>Insert in paragraph (a) “15 days” and “30 days”; insert in paragraph (c) “5 years”</i> )
52.223-5	AUG 2003	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-10	AUG 2000	Waste Reduction Program
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-13	FEB 2006	Restrictions on Certain Foreign Purchases
52.227-14	DEC 2007	Rights in Data – General ( <i>As modified by NFS 1852.227-14</i> )
52.227-16	JUN 1987	Additional Data Requirements
52.227-17	DEC 2007	Rights in Data—Special Works
52.227-23	JUN 1987	Rights to Proposal Data (Technical) ( <i>Insert number of pages and date in the appropriate blanks – pages <u>0</u>; Date <u>5/22/08</u> )</i> )
52.228-5	JAN 1997	Insurance—Work on a Government Installation
52.229-3	APR 2003	Federal, State, and Local Taxes
52.232-1	APR 1984	Payments
52.232-9	APR 1984	Limitation On Withholding Of Payments
52.232-11	APR 1984	Extras
52.237-2	APR 1984	Protection Of Government Buildings, Equipment, And Vegetation
52.237-3	JAN 1991	Continuity of Services
52.239-1	AUG 1996	Privacy Or Security Safeguards
52.243-1	AUG 1987	Changes—Fixed Price (Alternate 1)(Apr 1984)
52.244-2	JUN 2007	Subcontracts ( <i>Insert “TBD” in paragraph (d) and (j)</i> )

52.244-5	DEC 1996	Competition in Subcontracting
52.245-1	JUN 2007	Government Property (Alternate 1) (Jun 2007)
52.245-9	JUN 2007	Use and Charges
52.246-25	FEB 1997	Limitation Of Liability-Services
52.247-1	FEB 2006	Commercial Bill Of Lading Notations
52.253-1	JAN 1991	Computer Generated Forms

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

CLAUSE NO.	DATE	TITLE
1852.203-70	JUN 2001	Display of Inspector General Hotline Posters
1852.215-84	OCT 2003	Ombudsman ( <i>Insert in paragraph (b) "Lewis Braxton III, Director of Center Operations, Mail Stop 200-8, Moffett Field, CA 94035-1000, Telephone: (650) 604-5068, FAX: (650) 604-1668, Email: Lewis.S.Braxton@nasa.gov"</i> )
1852.216-89	JUL 1997	Assignment and Release Forms
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-76	SEP 1997	NASA 8 Percent Goal
1852.223-74	MAR 1996	Drug and Alcohol-Free Workforce
1852.228-75	OCT 1996	Minimum Insurance Coverage
1852.235-73	DEC 2006	Final Scientific and Technical Reports
1852.237-70	DEC 1988	Emergency Evacuation Procedures
1852.237-72	JUN 2005	Access to Sensitive Information
1852.237-73	JUN 2005	Release of Sensitive Information
1852.243-71	MAR 1997	Shared Savings

(End of Clause)

### I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FIPS 201 graphically displays the following procedure for the issuance of a PIV credential.



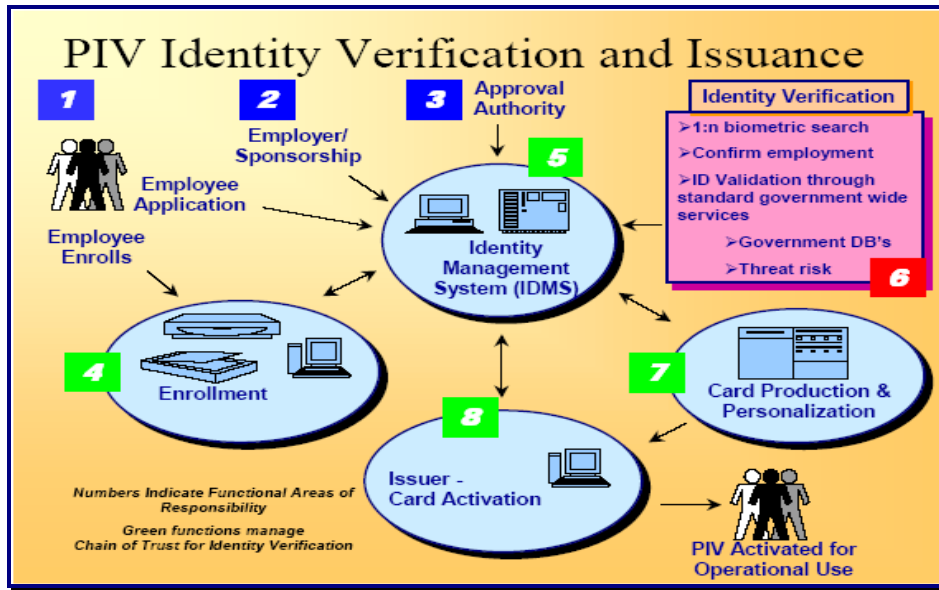


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

**Step 1:**

The Contractor’s Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer’s Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee’s (hereafter the “applicant”) full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant’s investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

**Step 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

**Step 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS)

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<sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that

time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

(End of Clause)

### **I. 3 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology

Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly “Classroom Exercises.” “Functional Exercises,” shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team’s (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor’s and subcontractors’ facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA’s Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

- (i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

- (ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and
- (iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

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

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

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

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

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

- (i) Current or recent national security clearances (within last three years);
- (ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or
- (iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) 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 and certify that all NASA information has been purged from Contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of Clause)

#### **I.4 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

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

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

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

- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

#### **I.5 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/Federal Acquisition Regulation 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)

**[END OF SECTION]**



**SECTION J - LIST OF ATTACHMENTS**

**J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)  
(FEB 1997)**

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

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
1	Statement of Work	April 16, 2008	26
2	Pricing Tables	June 18, 2008	3
3	Installation Provided Property (Representative Listing)	April 16, 2008	3
4	Contract Data Requirements List (CDRL)	April 16, 2008	7
5	IT Security Plan	**	**
6	Safety and Health Plan	May 22, 2008	27
7	Phase-In Plan	May 22, 2008	11
8	Organization Conflict of Interest Avoidance Plan	May 22, 2008	6

**\*\*To be completed at time of award or by subsequent modification**

(End of Clause)

[END OF SECTION]

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS**

The offeror shall submit a copy of the original Representation and Certification completed (FAR 5252.212-3, *Offeror Representations and Certifications-Commercial Items*) submitted to the General Services Administration (GSA) in response to the Financial and Business Solutions solicitation to this office. In addition, the offeror shall complete K.1 below.

**K.1 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED  
COMPUTER SOFTWARE (NFS 1852.227-15) (DEC 2007)**

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Clause)