

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE 1	OF 91	PAGES
2. CONTRACT NUMBER NNK13MA14C	3. SOLICITATION NUMBER NNK12403225R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/06/2011	6. REQUISITION/PURCHASE NUMBER See Schedule		
7. ISSUED BY NASA/Kennedy Space Center Office of Procurement Mail Code: SEB-TOSC Kennedy Space Center, FL 32899		CODE	8. ADDRESS OFFER TO (If other than item 7) See Provision L.18			

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

**SOLICITATION**

9. Sealed offers in original and See Provision L.21 copies for furnishings 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 See Provision L.18 until See Provision L.18 local time See Provision L.18 (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 Marcus Orr	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 321 8675235	C. E-MAIL ADDRESS Marcus.C.Orr@nasa.gov
---------------------------	-----------------------	---	--

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	3	X	I	CONTRACT CLAUSES	34
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	13	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	22	X	M	EVALUATION FACTORS FOR AWARD	

**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 315 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 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. 52.232-6)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT 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
	1/2	12 Jan 2012	4	15 Oct 2012
	3	10 Feb 2012	5	26 Oct 2012
		16 Aug 2012		

15A. NAME AND ADDRESS OF OFFEROR CODE 07486 FACILITY Jacobs Technology Inc. 600 William Northern Blvd., P.O. Box 884 Tullahoma, TN 37388	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Rogers F. Starr, President		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 931 455-6400 306	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	17. SIGNATURE Rogers F. Starr	18. OFFER DATE 5 Nov 2012

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED See Section B	20. AMOUNT See Section B	21. ACCOUNTING AND APPROPRIATION See Schedule
22. AUTHORITY FOR USING OTHER THAN FULL 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) <input checked="" type="checkbox"/> ITEM See Clause G.3
24. ADMINISTERED BY (If other than item 7) NASA/Kennedy Space Center Office of Procurement Mail Code: OP-MS Kennedy Space Center, FL 32899		25. PAYMENT WILL BE MADE BY See Clause G.3 CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Dudley R. Cannon, Jr.	27. UNITED STATES OF AMERICA <i>Dudley R Cannon Jr</i> (Signature of Contracting Officer)	28. AWARD DATE 12-17-12

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK13MA14C

PAGE OF  
2 IF

NAME OF OFFEROR OR CONTRACTOR  
JACOBSÁÚÓOÛSŠQŠŖWĒĀÛSOĒ

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>Test and Operations Support Services: Base and IDIQ Content. See Section B. Incrementally Funded Amount: \$900,000.00 Requisition No: 4200403225, 4200460272</p> <p>Accounting Info: 76UB000/6100.2550/FC000000/609524.08.04.03.01.0/1/000/2550/76/EXCX22013D/733B Cost Center: 76UB000 GI Account: 6100.2550 Order: FC000000 WBS Element1: 609524.08.04.03.01.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2550 Funds Center: 76 Fund: EXCX22013D Functional Area: 733B Funded: \$297,000.00</p> <p>Accounting Info: 76LX000/6100.2550/FC000000/709031.01.03.02.11.0/2.03/000/2550/76/EXPX22013D/055Y Cost Center: 76LX000 GI Account: 6100.2550 Order: FC000000 WBS Element1: 709031.01.03.02.11.0 WBS Element2: 2.03 Item Number: 000 Commitment Item: 2550 Funds Center: 76 Fund: EXPX22013D Functional Area: 055Y Funded: \$603,000.00</p>				FGFĒIJGJĒĜĜĒĒHG
002	<p>Thermal Protection System Manufacturing Capability. See Section B. Incrementally Funded Amount: \$100,000.00 Requisition No: 4200403225, 4200460272</p> <p>Accounting Info: 76UB000/6100.2550/FC000000/609524.08.04.03.01.0/1/000/2550/76/EXCX22013D/733B Cost Center: 76UB000 GI Account: 6100.2550 Order: FC000000 WBS Element1: 609524.08.04.03.01.0 WBS Element2: 1 Item Number: 000 Commitment Item: 2550 Funds Center: 76 Fund: EXCX22013D Functional Area: 733B Funded: \$33,000.00</p> <p>Accounting Info: 76LX000/6100.2550/FC000000/709031.01.03.02.11.0/2.03/000/2550/76/EXPX22013D/055Y Cost Center: 76LX000 GI Account: 6100.2550 Order: FC000000 WBS Element1: 709031.01.03.02.11.0 WBS Element2: 2.03 Item Number: 000 Commitment Item: 2550 Funds Center: 76 Fund: EXPX22013D Functional Area: 055Y Funded: \$67,000.00</p> <p>Continued ...</p>				FĒGJWĒĪWĪĒĒĒe

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNK13MA14C

PAGE 3 OF 11

NAME OF OFFEROR OR CONTRACTOR  
JACOBS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
003	International Space Station Transition and Retirement. See Section B. Amount: \$				

**TABLE OF CONTENTS**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS ..... 8

    B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED ..... 8

    B.2 STANDARDIZED VALUES ..... 11

    B.3 INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ) SERVICES ..... 12

    B.4 RESERVED ..... 12

    B.5 CONTRACT FUNDING ..... 13

    B.6 AWARD FEE ..... 15

    B.7 SPECIAL COST REQUIREMENTS ..... 16

    B.8 SPECIAL PROVISIONS REGARDING CONTRACT ADJUSTMENTS ..... 17

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK ..... 18

    C.1 SPECIFICATION/STATEMENT OF WORK ..... 18

SECTION D - PACKAGING AND MARKING ..... 19

    D.1 CLAUSES INCORPORATED BY REFERENCE ..... 19

    D.2 FLIGHT ITEM ..... 19

SECTION E - INSPECTION AND ACCEPTANCE ..... 20

    E.1 CLAUSES INCORPORATED BY REFERENCE ..... 20

    E.2 NFS 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS.  
    (OCT 1988) ..... 20

    E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003) .20

    E.4 SUBMISSION OF MATERIAL INSPECTION AND RECEIVING REPORTS ..... 20

SECTION F - DELIVERIES OR PERFORMANCE ..... 21

    F.1 CLAUSES INCORPORATED BY REFERENCE ..... 21

    F.2 PERIOD OF PERFORMANCE ..... 21

    F.3 PLACE OF PERFORMANCE - SERVICES ..... 21

    F.4 OPTION TO EXTEND ..... 21

SECTION G - CONTRACT ADMINISTRATION DATA ..... 22

    G.1 CLAUSES INCORPORATED BY REFERENCE ..... 22

    G.2 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS. (APR 2012) ..... 22

    G.3 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998) ..... 23

    G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND  
    PATENT REPRESENTATIVE. (JUL 1997) ..... 24

    G.5 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE--LICENSING. (DEC 1987)  
    ..... 25

    G.6 NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993) ..... 26

    G.7 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED  
    EQUIPMENT. (JAN 2011) ..... 27

G.8 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011)–ALTERNATE I (JAN 2011)..... 28

G.9 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2011) ..... 30

G.10 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (JAN 2011) ..... 32

G.11 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)..... 32

G.12 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (JAN 2011)..... 33

G.13 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (JAN 2011) ..... 33

G.14 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL MANAGEMENT REPRESENTATIVES ..... 34

SECTION H - SPECIAL CONTRACT REQUIREMENTS ..... 35

H.1 CLAUSES INCORPORATED BY REFERENCE ..... 35

H.2 NFS 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)..... 35

H.3 NFS 1852.225-70 EXPORT LICENSES. (FEB 2000) ..... 36

H.4 NFS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES. (DEC 1994) (DEVIATION) ..... 37

H.5 NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION. (SEP 1993) (DEVIATION)..... 39

H.6 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)..... 41

H.7 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)–ALTERNATE II (OCT 2000) ..... 42

H.8 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES. (OCT 2011) ..... 43

H.9 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT - ONSITE CONTRACTORS AND SUBCONTRACTORS. (OCT 2006)–ALTERNATE I (JUL 2011)..... 43

H.10 KSC 1852.223-74 DRUG AND ALCOHOL FREE WORKPLACE. (MAR 1996) (DEVIATION) ..... 44

H.11 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE. (JUL 2008)..... 46

H.12 LIMITATION OF EXISTING AND FUTURE CONTRACTING ..... 46

H.13 DISCLOSURE OF ORGANIZATIONAL CONFLICTS OF INTEREST AFTER CONTRACT AWARD ..... 47

H.14 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST ..... 48

H.15 RESERVED ..... 49

H.16 CONTRACT CHANGES PROCEDURE ..... 49

H.17 RESERVED ..... 49

H.18 NASA'S TECHNOLOGY TRANSFER PROGRAM..... 49

H.19 ASSOCIATE CONTRACTOR RELATIONSHIPS ..... 50

H.20 POST PRODUCTION SUPPORT (PPS) PROPERTY MANAGEMENT ..... 51

H.21 COMPUTING SERVICES..... 51

H.22 OCCUPATIONAL HEALTH SERVICES AND EMERGENCY MEDICAL SERVICES .... 52

H.23 GOVERNMENT'S RIGHT TO INFORMATION INCIDENTAL TO CONTRACT  
ADMINISTRATION ..... 52

H.24 ASBESTOS-CONTAINING BUILDING MATERIALS ..... 52

H.25 CONFINED SPACE WORK REQUIREMENTS..... 52

H.26 RESERVED ..... 53

H.27 RESERVED ..... 53

H.28 EQUAL EMPLOYMENT OPPORTUNITY REPORTING ..... 53

H.29 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)..... 53

H.30 GOVERNMENT PERFORMANCE OF ACTIVITIES..... 54

H.31 REQUIREMENT FOR COST TRACKING ..... 54

H.32 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR  
..... 54

H.33 TOSC PERFORMANCE CAPABILITIES AND APPROACHES ..... 54

H.34 PROCESS FOR ACCOMPLISHING CONTRACTOR 3RD-PARTY WORK ON  
KENNEDY SPACE CENTER ..... 54

SECTION I - CONTRACT CLAUSES ..... 57

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)..... 57

I.2 FAR CLAUSES INCORPORATED BY REFERENCE ..... 57

I.3 NFS CLAUSES INCORPORATED BY REFERENCE ..... 60

I.4 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)..... 61

I.5 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING  
RESPONSIBILITY MATTERS (FEB 2012) ..... 61

I.6 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)..... 62

I.7 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)..... 63

I.8 FAR 52.216-18 ORDERING. (OCT 1995)..... 69

I.9 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995) ..... 69

I.10 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)..... 69

I.11 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999) ..... 70

I.12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)... 70

I.13 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE  
SMALL BUSINESS CONCERNS. (JAN 2011)..... 70

I.14 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION.  
(APR 2012)..... 72

I.15 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990) ..... 74

I.16 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989) ..... 74

I.17 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)..... 75

I.18 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)..... 76

I.19 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001) ..... 76

I.20 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)..... 76

I.21 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) ..... 77

I.22 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010) ..... 79

I.23 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006) ..... 80

I.24 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)..... 80

I.25 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)..... 81

I.26 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011) ..... 81

I.27 NFS 1852.215-84 OMBUDSMAN. (NOV 2011) ..... 82

I.28 NFS 1852.236-73 HURRICANE PLAN. (DEC 1988) ..... 83

I.29 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)..... 83

I.30 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005) ..... 84

I.31 NFS 1852.243-70 ENGINEERING CHANGE PROPOSALS. (OCT 2001)–ALTERNATE II (SEP 1990)..... 86

I.32 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010) ..... 87

I.33 KSC 52.245-90 MANAGEMENT OF NASA-OWNED/CONTRACTOR-HELD RECORDS (SEP 2009)..... 88

I.34 KSC 52.245-97 RECORDS MANAGEMENT (MAR 2010)..... 89

I.35 RESERVED..... 90

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS..... 91

J.1 LIST OF ATTACHMENTS ..... 91

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

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

The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items listed in Tables B.1-1, B.1-2, B.1-3, and B.1-4, in accordance with Attachment J-01, Performance Work Statement, and Attachment J-16, TOSC Performance Capabilities and Approaches.

Table B.1-1 Base and IDIQ Content: Performance Work Statement Sections 1-8

CLIN	Contract Period	Performance Period	GFY	Mod	Estimated Cost	Award Fee	Total
001	Basic	03/01/13 - 09/30/13	2013	-	██████████	██████████	██████████
		10/01/13 - 09/30/14	2014	-	██████████	██████████	██████████
		<b>03/01/13 - 09/30/14</b>	<b>Total</b>	-	██████████	██████████	██████████
001	Option 1	10/01/14 - 09/30/15	2015	-	██████████	██████████	██████████
		10/01/15 - 09/30/16	2016	-	██████████	██████████	██████████
		<b>10/01/15 - 09/30/16</b>	<b>Total</b>	-	██████████	██████████	██████████
001	Option 2	10/01/16 - 09/30/17	2017	-	██████████	██████████	██████████
		10/01/17 - 09/30/18	2018	-	██████████	██████████	██████████
		<b>10/01/16 - 09/30/18</b>	<b>Total</b>	-	██████████	██████████	██████████
001	Option 3	10/01/18 - 09/30/19	2019	-	██████████	██████████	██████████
001	Option 4	10/01/19 - 09/30/20	2020	-	██████████	██████████	██████████
001	Option 5	10/01/20 - 09/30/21	2021	-	██████████	██████████	██████████
001	Option 6	10/01/21 - 09/30/22	2022	-	██████████	██████████	██████████
<b>001</b>	<b>Total</b>	<b>03/01/13 - 09/30/22</b>	<b>All</b>	-	██████████	██████████	██████████



Table B.1-2 Priced Option: Thermal Protection System Manufacturing Capability

CLIN	Contract Period	Performance Period	GFY	Mod	Estimated Cost	Award Fee	Total
002	Basic	03/01/13 - 09/30/13	2013	-	██████████	██████████	██████████
		10/01/13 - 09/30/14	2014	-	██████████	██████████	██████████
		<b>03/01/13 - 09/30/14</b>	<b>Total</b>	-	██████████	██████████	██████████
002	Option 1	10/01/14 - 09/30/15	2015	-	██████████	██████████	██████████
		10/01/15 - 09/30/16	2016	-	██████████	██████████	██████████
		<b>10/01/15 - 09/30/16</b>	<b>Total</b>	-	██████████	██████████	██████████
002	Option 2	10/01/16 - 09/30/17	2017	-	██████████	██████████	██████████
		10/01/17 - 09/30/18	2018	-	██████████	██████████	██████████
		<b>10/01/16 - 09/30/18</b>	<b>Total</b>	-	██████████	██████████	██████████
002	Option 3	10/01/18 - 09/30/19	2019	-	██████████	██████████	██████████
002	Option 4	10/01/19 - 09/30/20	2020	-	██████████	██████████	██████████
002	Option 5	10/01/20 - 09/30/21	2021	-	██████████	██████████	██████████
002	Option 6	10/01/21 - 09/30/22	2022	-	██████████	██████████	██████████
<b>002</b>	<b>Total</b>	<b>03/01/13 - 09/30/22</b>	<b>All</b>	-	██████████	██████████	██████████

Table B.1-3 Priced Option: International Space Station Transition and Retirement

CLIN	Contract Period	Performance Period	GFY	Mod	Estimated Cost	Award Fee	Total
003	Option 4	10/01/19 - 09/30/20	2020	-	██████████	██████████	██████████
003	Option 5	10/01/20 - 09/30/21	2021	-	██████████	██████████	██████████
003	Option 6	10/01/21 - 09/30/22	2022	-	██████████	██████████	██████████
<b>003</b>	<b>Total</b>	<b>10/01/19 - 09/30/22</b>	<b>All</b>	-	██████████	██████████	██████████

Table B.1-5 Contract Value (excludes unexercised options to extend the term of the contract and unexercised priced options)

CLIN	Performance Period	Estimated Cost	Award Fee	Total
001	03/01/13 - 09/30/14	[REDACTED]	[REDACTED]	[REDACTED]
002	03/01/13 - 09/30/14	[REDACTED]	[REDACTED]	[REDACTED]
<b>All</b>	<b>03/01/13 - 09/30/14</b>	[REDACTED]	[REDACTED]	[REDACTED]

Table B.1-6 Potential Contract Value (includes exercised and unexercised options to extend the term of the contract and exercised and unexercised priced options)

CLIN	Performance Period	Estimated Cost	Award Fee	Total
001	03/01/13 - 09/30/22	[REDACTED]	[REDACTED]	[REDACTED]
002	03/01/13 - 09/30/22	[REDACTED]	[REDACTED]	[REDACTED]
003	10/01/19 - 09/30/22	[REDACTED]	[REDACTED]	[REDACTED]
<b>All</b>	<b>03/01/13 - 09/30/22</b>	[REDACTED]	[REDACTED]	[REDACTED]

(End of clause)

**B.2 STANDARDIZED VALUES**

The total estimated cost of this contract includes standardized values. The standardized values are the Government's estimate for Supplies, Material, and Equipment; Equipment Leases, Maintenance Agreements and Software Licenses; and Other Direct Costs including Training and Travel for the express purpose of attending training. The estimated standardized values are identified in Table B.2-1. These costs are not subject to fee (see B.7 Special Cost Requirements).

Table B.2-1 Standardized Values for CLIN 001 and CLIN 002

GFY	CLIN 001					CLIN 002*	
	Performance Work Statement (PWS) Sections						
	1-4* Contract Management	5 Hardware Processing	6 Ground Systems	7 Logistics	Total		
2013		\$196,850	\$712,394	\$9,714,169			
2014		\$299,189	\$879,645	\$15,108,398			
2015		\$288,046	\$906,035	\$15,221,363			
2016		\$540,048	\$944,808	\$18,392,382			
2017		\$609,205	\$1,417,340	\$21,520,328			
2018		\$595,013	\$1,459,860	\$19,777,151			
2019		\$518,362	\$1,503,656	\$17,894,493			
2020		\$642,601	\$1,548,766	\$16,407,645			
2021		\$310,042	\$1,595,229	\$12,012,482			
2022		\$319,343	\$1,643,086	\$12,199,595			
<b>Total</b>		<b>\$4,318,698</b>	<b>\$12,610,819</b>	<b>\$158,248,006</b>			

\*Includes \$3,000 per year (escalated 3 percent per year compounded for GFY 2014 through 2022), per Work Year Equivalent (WYE) for training and if necessary, travel for the express purpose of attending training. This standardized value (\$3,000 per year per WYE) shall not be used for mission direct travel, which is defined as travel required in direct performance of contract requirements. Mission direct travel includes but is not limited to travel to hardware manufacturing sites or original equipment manufacturers for input to design reviews; travel for participation in technical interchange meetings; or travel by personnel to perform TOSC processing activities or any other support service required under the contract.

(End of clause)

**B.3 INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ) SERVICES**

- (a) The Test and Operations Support Contract is a cost-plus-award-fee (CPAF) contract with an IDIQ task ordering provision. Task orders are subject to the terms and conditions of this contract and will be included in the value of CLIN 001 following issuance of the task order. Task orders shall be CPAF type, with award fee allocated across the applicable award fee performance periods for CLIN 001.
- (b) The Government may order IDIQ services at any time after contract start, in accordance with the procedures set forth in the following contract clauses:
  - H.2 NFS 1852.216-80 Task Ordering Procedures
  - I.2 FAR 52.232-22 Limitation of Funds
  - I.8 FAR 52.216-18 Ordering
  - I.9 FAR 52.216-19 Order Limitations
  - I.10 FAR 52.216-22 Indefinite Quantity
- (c) IDIQ services will be dynamic in nature and may be performed for the Government in support of multiple customers as defined in Attachment J-01, Performance Work Statement (PWS) Section 8 Spaceport Services. The Government will define the overall requirements of each task order, including intermediate and final deliverable end items, and decide the respective responsibilities of each organization participating in the effort. Tasks orders may be completion-type or term-type, as determined by the Contracting Officer, and in accordance with the nature of the work required.
- (d) The contractor shall utilize the fully burdened rates in Attachment J-13, IDIQ Labor Rates, for pricing task orders. For each IDIQ task order issued, the award fee pool will be increased by ■■■ of the estimated fee bearing cost for the order. The IDIQ award fee percentage shall be the same as the award fee percentage for the basic work.
- (e) The contractor shall identify as part of its task plan the resources it proposes to utilize to meet task order requirements, including identifying additional resources and offsets to existing contract resources. The estimated cost and associated fee of only additional resources will be the net adjustment to total contract value.
- (f) The contractor shall only accept task orders issued by the Contracting Officer. Task orders and applicable information issued under this contract are summarized in Attachment J-12, Task Order Summary.
- (g) The maximum amount of IDIQ orders under this contract is \$500 million. This maximum IDIQ value includes both cost and fee. The maximum IDIQ value is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task orders issued during the period of the contract.

(End of clause)

**B.4 RESERVED**

**B.5 CONTRACT FUNDING**

For purposes of payment of cost and fee in accordance with Section I clause, FAR 52.232-22 Limitation of Funds, the amounts allotted by the Government to this contract, and the period through which these amounts are estimated to be adequate are specified in the table(s) below.

Table B.5-1 Contract Funding for CLIN 001

<b>As of Mod</b>	<b>Contract Value</b>	<b>Funded Cost</b>	<b>Funded Award Fee</b>	<b>Total Funded Cost &amp; Award Fee</b>	<b>Adequate Through</b>
-	\$121,626,234.42	\$837,000.00			TBD
<b>Total</b>	<b>\$121,626,234.42</b>	<b>\$837,000.00</b>			<b>TBD</b>

Table B.5-2 Contract Funding for CLIN 002

As of Mod	Contract Value	Funded Cost	Funded Award Fee	Total Funded Cost & Award Fee	Adequate Through
-	\$1,264,968.80	\$93,000.00	[REDACTED]	[REDACTED]	TBD
<b>Total</b>	<b>\$1,264,968.80</b>	<b>\$93,000.00</b>	[REDACTED]	[REDACTED]	<b>TBD</b>

(End of clause)

**B.6 AWARD FEE**

The amount of award fee earned shall be determined in accordance with Attachment J-05, Award Fee Plan and Section G clause, NFS 1852.216-76, Award Fee for Service Contracts. The amount of available and earned award fee by evaluation period is provided in Table B.6-1, Summary of Available and Earned Award Fee, and Attachment J-14, Available Award Fee.

Table B.6-1 Summary of Available and Earned Award Fee

Contract Period	Award Fee		Award Fee				
	From	To	Available Fee	Mod No.	Earned Fee	Score	Rating
Basic	03/01/13	09/30/13		-	TBD	TBD	TBD
	10/01/13	03/31/14		-	TBD	TBD	TBD
	04/01/14	09/30/14		-	TBD	TBD	TBD
Option 1	10/01/14	03/31/15	TBD	-	TBD	TBD	TBD
	04/01/15	09/30/15	TBD	-	TBD	TBD	TBD
	10/01/15	03/31/16	TBD	-	TBD	TBD	TBD
	04/01/16	09/30/16	TBD	-	TBD	TBD	TBD
Option 2	10/01/16	03/31/17	TBD	-	TBD	TBD	TBD
	04/01/17	09/30/17	TBD	-	TBD	TBD	TBD
	10/01/17	03/31/18	TBD	-	TBD	TBD	TBD
	04/01/18	09/30/18	TBD	-	TBD	TBD	TBD
Option 3	10/01/18	03/31/19	TBD	-	TBD	TBD	TBD
	04/01/19	09/30/19	TBD	-	TBD	TBD	TBD
Option 4	10/01/19	03/31/20	TBD	-	TBD	TBD	TBD
	04/01/20	09/30/20	TBD	-	TBD	TBD	TBD
Option 5	10/01/20	03/31/21	TBD	-	TBD	TBD	TBD
	04/01/21	09/30/21	TBD	-	TBD	TBD	TBD
Option 6	10/01/21	03/31/22	TBD	-	TBD	TBD	TBD
	04/01/22	09/30/22	TBD	-	TBD	TBD	TBD

(End of clause)

**B.7 SPECIAL COST REQUIREMENTS**

The contractor will be reimbursed for all allowable, allocable and reasonable expenditures incurred in the performance of work under clause B.1, Supplies and/or Services to be Provided, of this contract subject to the following limitations:

(a) Provisional Indirect Billing Rates:

- (1) The Contracting Officer (or cognizant federal agency official or auditor, if delegated) shall establish billing rates on the basis of the contractor’s proposal and information resulting from recent review, previous rate audits, similar reliable data, and/or experience of other contracting activities. In establishing billing rates, the Contracting Officer should ensure that the billing rates are as close as possible to the final indirect cost rates anticipated for the contractor’s fiscal period, as adjusted for any unallowable costs.
- (2) Once established, billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the contractor at either party’s request, to prevent substantial overpayment or underpayment. When agreement cannot be reached, the billing rates may be unilaterally determined by the Contracting Officer.

Table B.7-1 Provisional Indirect Billing Rates

GFY	Fringe Rate	Overhead Rate	G&A Rate
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			

(b) Fringe Benefits

The contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable, but in any event, prior to such changes being implemented. Fringe benefits costs shall comply with FAR 31.205-6(m). Fringe benefits include, but are not limited to, such items as health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs. Any payment for unused accrued sick leave shall be considered expressly unallowable under this contract.

(c) Contract Expiration and Severance Pay

Severance pay shall be allowable as provided by FAR 31.205-6(g). However, termination of employment related to contract expiration shall not be considered to be an involuntary termination as defined by FAR 31.205-6(g). Accordingly, any payment in addition to regular salaries and wages that is made as a result of or in connection with the expiration of any basic, option, or extended period of contract performance shall be an unallowable cost. Any



termination effective within 60 days of contract expiration shall be presumed to be a result of or in connection with contract expiration.

(d) Relocation Costs

Reimbursement for relocation costs shall be in accordance with the provisions of FAR 31.205-35, Relocation Costs. No relocation costs shall be reimbursable under this contract for employees whose residence at the time of hiring or assignment to this contract was within a 50-mile radius of Kennedy Space Center, Florida.

(e) Costs Not Subject to Fee

The contractor shall not apply fee to the non-labor cost of the following items: equipment, special tooling, special test equipment, materials and supplies (including materials and supplies procured through subcontracts), interdivisional transfers (material only), relocation costs, leases, software licenses, maintenance agreements, travel, training and NASA office supplies.

(End of clause)

## **B.8 SPECIAL PROVISIONS REGARDING CONTRACT ADJUSTMENTS**

(a) Revisions to milestones, missions, schedules, manifests and/or processing requirements may be made by the government, and shall be deemed within the scope of this contract. The government will consider a proposed equitable adjustment (increase or decrease) to the contract value (cost and fee), when the estimated cost (exclusive of fee) of any single event exceeds the values listed below, unless the contractor's actions are a significant contributing factor causing a cost increase:

- (1) For GFY 2013, if the net aggregate cost of all events estimated to have a cost impact of \$500,000 or less (exclusive of fee) reaches \$3 million within GFY 2013, then, for the remainder of the contract year, the foregoing limitation on equitable adjustments shall not apply to any events occurring after the \$3 million net aggregate amount is reached.
- (2) For GFY 2014-2016, if the net aggregate cost of all events estimated to have a cost impact of \$650,000 or less (exclusive of fee) reaches \$4 million within any contract year, then, for the remainder of the contract year, the foregoing limitation on equitable adjustments shall not apply to any events occurring after the \$4 million net aggregate amount is reached.
- (3) For GFY 2017-2022, if the net aggregate cost of all events estimated to have a cost impact of \$650,000 or less (exclusive of fee) reaches \$7 million within any contract year, then, for the remainder of the contract year, the foregoing limitation on equitable adjustments shall not apply to any events occurring after the \$7 million net aggregate amount is reached.

(b) The government will consider an adjustment to the contract, for estimated cost only (no fee) for those events equal to or less than the above thresholds.

(End of clause)

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

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

The Contractor shall provide items or services specified in Section B in accordance with the following: Attachment J-01, Performance Work Statement.

(End of clause)

**SECTION D - PACKAGING AND MARKING**

Clause(s) 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 FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**D.1 CLAUSES INCORPORATED BY REFERENCE**

NFS 1852.211-70 Packaging, Handling, and Transportation. (Sep 2005)

**D.2 FLIGHT ITEM**

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamp:

“THIS IS A FLIGHT ITEM,” OR “THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT,” as applicable.

(End of clause)

**SECTION E - INSPECTION AND ACCEPTANCE**

Clause(s) 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 FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**E.1 CLAUSES INCORPORATED BY REFERENCE**

FAR 52.246-5 Inspection of Services - Cost Reimbursement. (Apr 1984)

FAR 52.246-15 Certificate of Conformance. (Apr 1984)

NFS 1852.246-73 Human Space Flight Item. (Mar 1997)

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

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated: Inspection and acceptance of all work shall be performed at John F. Kennedy Space Center (KSC) and as specified for processing and recovery operations.

(End of clause)

**E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)**

- (a) At the time of each delivery to the Government under this contract, the contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.
- (b) The contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**E.4 SUBMISSION OF MATERIAL INSPECTION AND RECEIVING REPORTS**

Material Inspection and Receiving Reports (DD Form 250) are only required for equipment and hardware deliveries and system turnovers to the Government. DD Form 250s will normally be signed by the Government within 30 days of contractor submission.

(End of clause)

**SECTION F - DELIVERIES OR PERFORMANCE**

Clause(s) 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 FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**F.1 CLAUSES INCORPORATED BY REFERENCE**

FAR 52.242-15 Stop-Work Order. (Aug 1989)–Alternate I (Apr 1984)  
FAR 52.247-34 F.o.b. Destination. (Nov 1991)

**F.2 PERIOD OF PERFORMANCE**

Basic period: March 1, 2013, to September 30, 2014  
Option period 1: October 1, 2014, to September 30, 2016  
Option period 2: October 1, 2016, to September 30, 2018  
Option period 3: October 1, 2018, to September 30, 2019  
Option period 4: October 1, 2019, to September 30, 2020  
Option period 5: October 1, 2020, to September 30, 2021  
Option period 6: October 1, 2021, to September 30, 2022

(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/Kennedy Space Center, Florida and as required for processing and recovery operations.

(End of clause)

**F.4 OPTION TO EXTEND**

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, incorporated in Section I of this contract, the Contracting Officer may exercise the option(s) identified in Section F clause, Period of Performance, by issuance of a unilateral contract modification.

(End of clause)

**SECTION G - CONTRACT ADMINISTRATION DATA**

Clause(s) 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 text)

**G.1 CLAUSES INCORPORATED BY REFERENCE**

NFS 1852.223-71 Frequency Authorization. (Dec 1988)

NFS 1852.227-70 New Technology. (May 2002)

NFS 1852.242-71 Travel Outside of the United States. (Dec 1988)

NFS 1852.242-73 NASA Contractor Financial Management Reporting. (Nov 2004)

**G.2 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS. (APR 2012)**

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in clause B.1, Supplies and/or Services to be Provided.
- (b) Beginning seven months after the effective date of this contract, and every six months thereafter, the Government shall evaluate the contractor's performance 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 Attachment J-05, 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 NASA Shared Services Center will make payment based on issuance of a unilateral modification by the Contracting Officer.
- (d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or \$100,000, whichever is less.
- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in clause B.6, Award Fee. 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 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (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:  
  
NSSC - FMD Accounts Payable  
Building 1111, C Road  
Stennis Space Center, MS 39529  
  
Voucher can also be submitted via email or fax:  
E-mail address: <[nssc-accountspayable@nasa.gov](mailto:nssc-accountspayable@nasa.gov)>  
Fax number: 1-866-209-5415
  - (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:

NSSC - FMD Accounts Payable  
 Building 1111, C Road  
 Stennis Space Center, MS 39529

Voucher can also be submitted via email or fax:

E-mail address: <[nssc-accountspayable@nasa.gov](mailto:nssc-accountspayable@nasa.gov)>

Fax number: 1-866-209-5415

- (2) Five copies of SF 1034, SF 1035A, or equivalent contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
- (i) Copy 1 NASA Contracting Officer;
  - (ii) Copy 2 Auditor;
  - (iii) Copy 3 Contractor;
  - (iv) Copy 4 Contract administration office; and
  - (v) Copy 5 Project management office.
- (3) The Contracting Officer may designate other recipients as required.
- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NSSC - FMD Accounts Payable  
 Building 1111, C Road  
 Stennis Space Center, MS 39529

Voucher can also be submitted via email or fax:

E-mail address: <[nssc-accountspayable@nasa.gov](mailto:nssc-accountspayable@nasa.gov)>

Fax number: 1-866-209-5415

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

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

(End of clause)

**G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)**

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

New Technology Representative  
 Technology and Integration Office  
 Mail Code: KSC-NE-T  
 Kennedy Space Center, FL 32899



Patent Representative  
Office of the Chief Counsel  
Mail Code: KSC-CC  
Kennedy Space Center, FL 32899

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

(End of clause)

#### **G.5 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE--LICENSING. (DEC 1987)**

- (a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract. Those portions of the vendor's/contractor's standard commercial license or lease agreement that conflict with Federal law (e.g., indemnity provisions or choice of law provisions that specify other than Federal law) are not incorporated into and made a part of this purchase order/contract and do not apply to any computer software delivered under this purchase order/contract.
- (b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.
- (c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

- (d) The following restricted rights shall apply:
- (1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.
  - (2) The commercial computer software may be--
    - (i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;
    - (ii) Reproduced for safekeeping (archives) or backup purposes;
    - (iii) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and
    - (iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d)(2)(i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.
  - (3) If the incorporated vendor's/contractor's software license contains provisions or rights that are less restrictive than the restricted rights in paragraph (d)(2) of this clause, then the less restrictive provisions or rights shall prevail.
  - (4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in paragraphs (d)(2) and (3) of this clause.
  - (5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in paragraphs (d)(2), (3), and (4) of this clause.

(End of clause)

#### **G.6 NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -
  - (1) Constitutes an assignment of additional work outside the statement of work;

- (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the contractor in writing within 30 days that the instruction or direction is -
- (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the contractor's risk.
- (End of clause)

**G.7 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT. (JAN 2011)**

- (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. Property approved as part of the contract award or specifically required within the statement of work 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 FAR 52.245-1, Government Property, as incorporated in this contract.
- (End of clause)

**G.8 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011)–ALTERNATE I (JAN 2011)**

- (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;

- (4) NASA Procedural Requirement (NPR) 4200.2, Equipment Management Manual for Property Custodians
- (5) KSC, NASA Procedural Requirement (KNPR) 4000.1, Supply and Equipment System Manual

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(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 for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires 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 (as incorporated in this contract), 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: not applicable.
  - (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: See Appendix 5, Government-Furnished Facilities.
- (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)

**G.9 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2011)**

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS 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 unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission:

NASA/Kennedy Space Center  
Attn: OP-OS-IP/Cynthia R. Jarvis  
Industrial Property Officer  
Kennedy Space Center, FL 32899

(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 NFS subpart 1845.71 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 paragraph (b)(1) through (3) of this clause.

(End of clause)

**G.10 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (JAN 2011)**

- (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 or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and 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) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, 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 equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
  - (1) Date originally placed in service.
  - (2) Item condition.
- (e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Transportation Officer, NASA  
C/O ISC Warehouse, Building M6-744  
Kennedy Space Center, FL 32899
- (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.11 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)**

- (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 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.

(End of clause)

**G.12 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified in Appendix 4, ISS Flight Certified Hardware; Appendix 7, TOSC OMEU Matrix; Appendix 11, Contractor-Accountable Property (FAR 52.245-1); and Appendix 16, Legacy Flight Hardware, of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Kennedy Space Center and other locations as specified for processing and recovery operations, or at other location(s) as approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**G.13 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (JAN 2011)**

- (a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, 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 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 Property Administrator, 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 Property Administrator, when all of the conditions in either (1) or (2) of this paragraph 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 the Contractor provides written confirmation that the Government property exists in the recorded condition and location;
  - (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.
- (c) The Contractor shall report the results of the physical inventory to the property administrator 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 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 auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

#### **G.14 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL MANAGEMENT REPRESENTATIVES**

The COTR may elect to have one or more Technical Management Representatives (TMRs) for the purposes of contract surveillance and monitoring of specified work areas. The TMRs will be appointed in writing by the Contracting Officer. The TMR's authority will be limited to that specified in the contracting officer's Letter of Appointment. Contractor change notification requirements are identical to those reflected in Section G, NFS 1852.242-70 Technical Direction.

(End of clause)

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

Clause(s) 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 text)

**H.1 CLAUSES INCORPORATED BY REFERENCE**

NFS 1852.208-81 Restrictions on Printing and Duplicating. (Nov 2004)

NFS 1852.223-70 Safety and Health. (Apr 2002)

NFS 1852.223-75 Major Breach of Safety or Security. (Feb 2002)

NFS 1852.223-76 Federal Automotive Statistical Tool Reporting. (Jul 2003)

NFS 1852.235-73 Final Scientific and Technical Reports. (Dec 2006)

NFS 1852.244-70 Geographic Participation in the Aerospace Program. (Apr 1985)

NFS 1852.246-70 Mission Critical Space System Personnel Reliability Program. (Mar 1997)

NFS 1852.247-71 Protection of the Florida Manatee. (Mar 1989)

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

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 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 (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 2 calendar days after receipt of the task order.
  - (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
  - (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
  - (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

### **H.3 NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA John F. Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

**H.4 NFS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES. (DEC 1994) (DEVIATION)**

- (a) The Intergovernmental Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) for the International Space Station (ISS) contains a cross-waiver of liability provision to encourage participation in the exploration, exploitation, and use of outer space through the ISS. The Parties intend that this cross-waiver of liability be broadly construed to achieve this objective.
- (b) As used in this clause, the term:
- (1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized by 14 CFR Part 1266.102.
  - (2) "Damage" means:
    - (i) Bodily injury to, or other impairment of health of, or death of, any person;
    - (ii) Damage to, loss of, or loss of use of any property;
    - (iii) Loss of revenue or profits; or
    - (iv) Other direct, indirect, or consequential damage.
  - (3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.
  - (4) "Partner State" includes each Contracting Party for which the IGA has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan's Cooperating Agency in the implementation of that MOU.
  - (5) "Party" means a party to a NASA Space Act agreement involving activities in connection with the ISS and a party that is neither the prime contractor under this contract nor a subcontractor at any tier.
  - (6) "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.
  - (7) "Protected Space Operations" means all Launch or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of the IGA, MOUs concluded pursuant to the IGA, implementing agreements, and contracts to perform work in support of NASA's obligations under these Agreements. It includes, but is not limited to:
    - (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
    - (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA. "Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's

product or process for use other than for ISS-related activities in implementation of the IGA.

- (8) "Related Entity" means:
- (i) A contractor or subcontractor of a Party or a Partner State at any tier;
  - (ii) A user or customer of a Party or a Partner State at any tier; or
  - (iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier.

The terms "contractor" and "subcontractor" include suppliers of any kind.

- (9) "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A "Transfer Vehicle" also includes a vehicle that departs from and returns to the same location on a space object.

(c)

- (1) The Contractor agrees to a cross-waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
- (i) A Party as defined in (B)(5) above;
  - (ii) A Partner State other than the United States of America;
  - (iii) A Related Entity of any entity identified in paragraph (c)(1)(i) or (c)(1)(ii) of this clause; or
  - (iv) The employees of any of the entities identified in paragraphs (c)(1)(i) through (c)(1)(iii) of this clause.
- (2) In addition, the contractor shall, by contract or otherwise, extend the cross-waiver of liability set forth in paragraph (c)(1) of this clause to its subcontractors at any tier by requiring them, by contract or otherwise, to:
- (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
  - (ii) Require that their subcontractors waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause.
- (3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

- (4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:
- (i) Claims between the Government and its own contractors or between its own contractors and subcontractors;
  - (ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
  - (iii) Claims for Damage caused by willful misconduct;
  - (iv) Intellectual property claims;
  - (v) Claims for Damage resulting from a failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or
  - (vi) Claims by the Government arising out of or relating to the contractor's failure to perform its obligations under this contract.
- (5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable.

(End of clause)

**H.5 NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION. (SEP 1993) (DEVIATION)**

- (a) The purpose of this clause is to extend a cross-waiver of liability to NASA contracts for work done in support of Agreements between Parties involving Science or Space Exploration activities, unrelated to the International Space Station (ISS), but which involve a launch. This cross-waiver of liability shall be broadly construed to achieve the objective of furthering participation in space exploration, use, and investment.
- (b) As used in this clause, the term:
- (1) "Agreement" refers to any NASA Space Act agreement that contains the cross-waiver of liability provision authorized in 14 CFR 1266.104.
  - (2) "Damage" means:
    - (i) Bodily injury to, or other impairment of health of, or death of, any person;
    - (ii) Damage to, loss of, or loss of use of any property;
    - (iii) Loss of revenue or profits; or
    - (iv) Other direct, indirect, or consequential Damage;
  - (3) "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads or persons, or both.

- (4) “Party” means a party to a NASA Space Act agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch and a party that is neither the prime contractor under this contract nor a subcontractor at any tier hereto.
- (5) “Payload” means all property to be flown or used on or in a Launch Vehicle.
- (6) “Protected Space Operations” means all Launch or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an Agreement for Science or Space Exploration activities, unrelated to the ISS, but which involve a launch. Protected Space Operations begins at the signature of the Agreement and ends when all activities done in implementation of the agreement are completed. It includes, but is not limited to:
  - (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and
  - (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

Protected Space Operations excludes activities on Earth which are conducted on return from space to develop further a Payload’s product or process other than for the activities within the scope of an Agreement.

- (7) “Related entity” means:
  - (i) A contractor or subcontractor of a Party at any tier;
  - (ii) A user or customer of a party at any tier; or
  - (iii) A contractor or subcontractor of a user or customer of a Party at any tier.

The terms “contractors” and “subcontractors” include suppliers of any kind.

(c) Cross-waiver of liability:

- (1) The contractor agrees to a waiver of liability pursuant to which it waives all claims against any of the entities or persons listed in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:
  - (i) A Party;
  - (ii) A Party to another NASA Agreement or contract that includes flight on the same Launch Vehicle;
  - (iii) A Related Entity of any of the entities identified in (c)(1)(i) or (c)(1)(ii) of this clause; or
  - (iv) The employees of any of the entities identified in (c)(1)(i) through (c)(1)(iii) of this clause.



- (2) The contractor agrees to extend the cross-waiver of liability as set forth in paragraph (c)(1) of this clause to its own subcontractors at all tiers by requiring them, by contract or otherwise, to:
  - (i) Waive all claims against the entities or persons identified in paragraphs (c)(1)(i) through (c)(1)(iv) of this clause; and
  - (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraph (c)(1)(i) through (c)(1)(iv) of this clause.
- (3) For avoidance of doubt, this cross-waiver includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- (4) Notwithstanding the other provisions of this clause, this cross-waiver of liability shall not be applicable to:
  - (i) Claims between the Government and its own contractors or between its own contractors and subcontractors;
  - (ii) Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to an Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health, or death of such person;
  - (iii) Claims for Damage caused by willful misconduct;
  - (iv) Intellectual property claims;
  - (v) Claims for damages resulting from failure of the contractor to extend the cross-waiver of liability to its subcontractors and related entities, pursuant to paragraph (c)(2) of this clause; or
  - (vi) Claims by the Government arising out of or relating to a contractor's failure to perform its obligations under this contract.
- (5) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.
- (6) This cross-waiver shall not be applicable when 49 U.S.C. Subtitle IX, Chapter 701 is applicable.

(End of clause)

#### **H.6 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)**

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

- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.



(End of clause)

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

- (a) The on-site Government personnel observe the following holidays:
  - New Year's Day
  - Martin Luther King, Jr.'s Birthday
  - President's Day
  - 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.
- (c) 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.
- (d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

**H.8 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES. (OCT 2011)**

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below. The following compliance documents may be found at:

[<http://tdgglobal.ksc.nasa.gov/ReferencedDocuments/>](http://tdgglobal.ksc.nasa.gov/ReferencedDocuments/)

- [X] KNPR 8715.2, Comprehensive Emergency Management Plan
- [X] KNPR 1600.1, KSC Security Procedural Requirements
- [X] KNPR 8500.1, KSC Environmental Management
- [X] KNPR 8715.3, KSC Safety Practices Procedural Requirements
- [X] KNPD 1810.1, KSC Occupational Medicine Program
- [X] KNPR 1820.3, KSC Hearing Loss Prevention Program
- [X] KNPR 1820.4, KSC Respiratory Protection Program
- [X] KNPR 1840.19, KSC Industrial Hygiene Programs
- [X] KNPR 1860.1, KSC Ionizing Radiation Protection Program
- [X] KNPR 1860.2, KSC Nonionizing Radiation Protection Program
- [X] 45SWI40-201, 45th Space Wing Instruction 40-201 Radiation Protection Program
- [X] KNPD 1800.2, KSC Hazard Communication Program
- [X] KNPR 1870.1, KSC Sanitation Program
- [X] KNPR 2570.1, KSC Radio Frequency Spectrum Management Procedural Requirements
- [X] KNPR 4000.1, Supply and Equipment System Manual
- [X] KNPR 6000.1, Transportation Support System
- [X] KNPR 8830.1, Facilities and Real Property Management Procedural Requirements

(End of clause)

**H.9 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT - ONSITE CONTRACTORS AND SUBCONTRACTORS. (OCT 2006)–ALTERNATE I (JUL 2011)**

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

The Contractor is required to maintain information on specific Points of Contact (POC) for the contracted effort in a NASA managed database. The database contains POC information for specific Contractor functions to include: Local Contractor Manager and Deputy (senior on-site contract management POCs for top level NASA KSC contact), Contracting Manager (this is the interface on contract matters with the NASA Contracting Officer), HR Manager, Security Manager, Emergency Planning Manager (or identification/contact information for the Contractor manager performing this role), and the person responsible for input of this Contractor

information into the database. Within three weeks of contract award the Contractor shall provide the name of the person who will enter the POC information into the NASA database to the Contracting Officer and to NASA Procurement Policy and Review Office, OP-AM, 321-867-7217. This person must be able to access (or be scheduled to gain access to) KSC systems. Access to the database and instruction will be provided to the Contractor by OP-AM. Upon commencement of the contract the Contractor will be responsible for keeping the POC information pertaining to the specific contract accurate and up to date. Changes to the person responsible for input of this Contractor POC information must be immediately brought to the attention of OP-AM.

(End of clause)

**H.10 KSC 1852.223-74 DRUG AND ALCOHOL FREE WORKPLACE. (MAR 1996)  
(DEVIATION)**

- (a) Definitions. As used in this clause the terms “employee,” “controlled substance,” “employee in a sensitive position,” and use, in violation of applicable law or Federal regulation, of alcohol are as defined in 48 CFR 1823.570-2.
- (b)
- (1) The Contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for preemployment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.
  - (2) In determining which positions to designate as “sensitive,” the contractor will use the NASA Procedural Requirements (NPR) 3792.1B (July 29, 2006), Appendices A and B on “Testing Designated Positions” (TDPs) for federal employees, as a guide for the criteria and in designating “sensitive” positions for contractor employees.
  - (3) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.
  - (4) The contractors program shall test for the use of phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. The Contractors program may test for the use of other controlled substances. For example, the contractor may adopt and implement a more expansive drug- and alcohol-free workplace policy and testing program permitted under federal or state law (e.g., Florida Statutes §§ 440.101 et seq.) or other authority.
  - (5) The contractor shall employ post-accident testing for all employees in sensitive positions performing work on a NASA facility for phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. Post-accident testing shall be conducted when the Contractor determines the employees actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed \$10,000.

- (6) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.
- (c)
- (1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.
  - (2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.
  - (3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:
    - (i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;
    - (ii) Following such determination, the individual refuses to undertake such a rehabilitation program;
    - (iii) Following such determination, the individual fails to complete such a rehabilitation program; or
    - (iv) The individual used a controlled substance or alcohol while on duty.
  - (d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.
  - (e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.
  - (f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.

- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

(End of clause)

#### **H.11 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE. (JUL 2008)**

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the committee to meet, the contractor shall participate in the meeting. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

(End of clause)

#### **H.12 LIMITATION OF EXISTING AND FUTURE CONTRACTING**

- (a) This clause defines known conflicts of interest that are created by the performance of this contract.
- (b) The nature of this conflict is:
- (1) Existence of conflicting roles that might bias the contractor's judgment
  - (2) An unfair competitive advantage
- (c) The following restrictions apply to prevent conflicting roles, which may bias the contractors judgment or objectivity:
- (1) The TOSC prime contractor cannot serve as the prime contractor on the following:
    - (i) KSC Engineering Services Contract or successor contract;
    - (ii) Kennedy LX Support Contract or successor contract;
    - (iii) KSC Safety and Mission Assurance Support Services Contract or successor contract; or
    - (iv) Contracts providing comparable services to those listed above.
  - (2) The TOSC prime contractor\* and its team members\*\* are ineligible to perform the work described in the following contracts as a subcontractor at any tier, if the subcontract would place the entity in a role that may bias its judgment:
    - (i) KSC Engineering Services Contract or successor contract: requires use of subjective judgment that may affect the nature and scope of requirements for systems under the responsibility of the TOSC contractor; requires design of systems that may be validated under TOSC;

- (ii) Kennedy LX Support Contract or successor contract: requires development of requirements incorporated into the TOSC;
  - (iii) KSC Safety and Mission Assurance Support Services Contract or successor contract: assesses TOSC performance of safety and mission assurance requirements; or
  - (iv) Contracts providing comparable services to those listed above.
- \* “Contractor” includes any division, subsidiary, or separate company owned wholly or in part or otherwise controlled by the offeror and any of the offeror’s subcontractors.
- \*\* “Teaming members,” means an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
- (3) The above restriction on conflicting roles shall remain in effect through the contract performance period.
  - (d) If the contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications, statements of work, or other statements of requirements 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).
  - (e) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

### **H.13 DISCLOSURE OF ORGANIZATIONAL CONFLICTS OF INTEREST AFTER CONTRACT AWARD**

- (a) Clause H.12, Limitation of Existing and Future Contracting, identifies known conflicts of interest created by performance of this contract. The Contractor may be required to perform other work that contains some level of potential or perceived organizational conflict of interest related to access to non-public information, biased ground rules or impaired objectivity. The occurrence of situations of this kind could possibly cause the Contractor’s judgment to be influenced toward certain products or services in performing under this contract. In addition, the Contractor may be required to perform tasks which will affect the nature of work to be performed by the Contractor under other Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise from either of these situations, the prime Contractor shall:
  - (1) Provide the Contracting Officer immediate notice in any case where the contractor learns that it or its subcontractors will either be:

- (i) Performing inspection, evaluation, or similar work concerning products and services which contractor provides to NASA under other NASA contracts, or
  - (ii) Developing requirements for the products or services which the contractor may provide under another contract.
- (2) Within seven (7) calendar days after providing such notice to the Government, submit to the Contracting Officer for approval an updated OCI Mitigation Plan eliminating or acceptably mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and
  - (3) Implement the updated OCI Mitigation Plan as approved by the Contracting Officer. The contractor shall not undertake the performance of work for which notice has been given until the prime contractor's plan has been approved, unless the Contracting Officer authorized, in writing, the prime contractor to proceed with the work pending approval. Where the term "Contractor" is used in this clause, it shall be deemed to mean the prime Contractor, and any subcontractor, except in the instance where the term "prime Contractor" is specifically used.
- (b) The Contractor shall include the substantive provisions of this clause in first-tier and lower-tier subcontracts, appropriately modified to reflect a prime-subcontract relationship.

(End of clause)

#### **H.14 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) The Organizational Conflicts of Interest Mitigation Plan is incorporated into this contract as Attachment J-11.
- (b) Revisions
  - (1) Subject to paragraph (b)(2) of this clause, the Contractor shall update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, modification of the work scope, or any action by the contractor that introduces an actual or potential conflict of interest.
  - (2) Either the Contractor or the Government may propose changes to the Organizational Conflicts of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.
  - (3) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to determine the OCI Mitigation Plan is no longer acceptable. Such a change is subject to the Disputes clause of this contract.
- (c) The Contractor shall report any violation of the Organizational Conflicts of Interest Mitigation Plan to the Contracting Officer. This requirement applies to violations by the contractor's personnel, personnel of other team members, the Government or other contractors. The report shall include a description of the violation and the actions the contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the



contracting officer and the contractor shall agree on appropriate corrective action, if any, or the contracting officer shall direct corrective action.

- (d) Any failure to maintain an acceptable OCI Mitigation Plan or any nondisclosure or misrepresentation of any relevant facts regarding organizational conflicts of interests made before or after award may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in first-tier and lower-tier subcontracts related to the organizational conflict of interest. The clause shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

(End of clause)

#### **H.15 RESERVED**

#### **H.16 CONTRACT CHANGES PROCEDURE**

Any estimated cost and fee adjustments associated with increased or decreased requirements shall be based solely on the contractor's demonstration of an actual increase or decrease in required resources that will result in increased or decreased costs above or below those already in the estimated cost of the contract.

(End of clause)

#### **H.17 RESERVED**

#### **H.18 NASA'S TECHNOLOGY TRANSFER PROGRAM**

In the event that the contractor develops new technology or unique utilization of existing technology under this contract, the contractor shall support, and participate in, NASA's Technology Transfer/Commercialization Program by assisting the transfer of technology developed under Government contract to the private sector.

- (a) The contractor's participation may include a number of different activities including the following:
  - (1) Dual use development of cutting edge technology having applications both within and outside the aerospace community.
  - (2) Collaborative efforts with third parties for the purpose of transferring technology.
  - (3) Government sponsored technology outreach efforts that further the transfer of technology.
  - (4) Applications engineering work for the purpose of adapting the developed technology to a specific use.
- (b) The Contractor shall coordinate all projects and associated agreements with the Contracting Officer's Technical Representative and the KSC Innovative Partnerships Office, and as directed in writing by the Contracting Officer. Agreements shall state funding requirements, project description, scope of project, reporting requirements, and responsible

NASA and Contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing Government funds will be approved by the Contracting Officer.

- (c) Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:
- (1) Educating and training the workforce in technology transfer activities.
  - (2) Ensuring employees report new technology as required by NFS 1852.227-70, "New Technology."
  - (3) Assisting subcontractors with technology transfer activities.

(End of clause)

### **H.19 ASSOCIATE CONTRACTOR RELATIONSHIPS**

Given the unique role of this contract in ensuring mission success of GSDO, SLS, MPCV, and ISS Programs, and LSP and Spaceport Services customers, the TOSC contractor shall engage in active and cooperative relationships with other agency contractors supporting the NASA mission. The TOSC contractor is highly encouraged to establish formal, signed Associate Contractor Agreements (ACA) when possible. This joint cooperation will be evaluated as part of the contract award fee process, as defined in Attachment J-05, Award Fee Plan. Successful performance will be determined by the Government's assessment of the overall and combined performance of the requirements in the contracts.

The following list includes contracts integral to the success of these programs:

- (a) KSC institutional services and technical development contracts:
- Engineering Services Contract (ESC), NNK11EA08C
  - Information Management and Communications Support (IMCS), NNK08OH01C
  - Institutional Services Contract (ISC), NNK08OC01C
  - Medical and Environmental Support Contract (MESC), NNK08OQ01C
- (b) Major flight and ground hardware development, production and flight operations support contracts:
- Cargo Mission Contract, NNJ10GA35C
  - Crew Exploration Vehicle (CEV), NNJ06TA25C
  - Integrated Mission Operations Contract, NNJ09HA15C
  - Space Launch System Stages Contract, NNM07AB03C
  - Space Launch System Booster Contract, NNM07AA75C
  - U.S. On Orbit Segment Acceptance and Vehicle Sustaining Engineering, NAS15-10000

The contractor shall establish formal guidelines for coordination, cooperation, and exchange of information with associate contractors, at the appropriate level and interfaces. These guidelines shall establish the means for exchange of such data as needed to keep other project elements fully informed and to maintain the proper support from service contractors. The information to be exchanged shall be that required by the contractors in the execution of their respective contract requirements. All contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit the NASA mission with increased safety, efficiency, and productivity.

(End of clause)

## **H.20 POST PRODUCTION SUPPORT (PPS) PROPERTY MANAGEMENT**

The TOSC contractor shall be responsible for all Government property accountable to the International Space Station Development contract, NAS15-10000, in TOSC possession as described in Appendix 4, ISS Flight Certified Hardware (PPS Flight Hardware Worksheet), and Appendix 10, Installation-Accountable Property (NFS 1852.245-71) (ISS Sustainer Worksheet). The TOSC contractor shall adhere to FAR Part 45, Government Property, and NFS Subpart 1845.5, Support Government Property Administration, and NFS Subpart 1845.6, Reporting, Reutilization, and Disposal. The TOSC contractor shall accommodate International Space Station (ISS) PPS material within their property system. The ISS development contractor at Johnson Space Center retains accountability for all NAS15-10000 Government property in the TOSC contractor's possession.

The TOSC contractor shall report any incidents, issues, loss, damage, or destruction of ISS property in their possession or in the possession of their subcontractors, to the delegated Government Property Administration at KSC responsible for the TOSC contract and the ISS Development Contract Property Manager when such property is accountable to the NAS15-10000 contract.

(End of clause)

## **H.21 COMPUTING SERVICES**

- (a) The contractor shall utilize the Government-Furnished IT Services as identified in Appendix 14, Government-Furnished Services, unless identified as optional.
- (b) Any exceptions to paragraph (a) requires a waiver as specified in Mission Focus Review (MFR) 137. The contractor shall submit the request for waiver to the KSC Chief Information Officer (CIO) and provide a copy of the waiver request to the Contracting Officer's Technical Representative and Contracting Officer.
- (c) For items authorized in accordance with paragraph (b) of this clause, the Contractor shall purchase IT hardware and software under NASA's Solutions for Enterprise-Wide Procurement (SEWP) contracts, if available. The SEWP catalog can be accessed on the World Wide Web at <http://www.sewp.nasa.gov>.
- (d) When the contract specifies delivery of the software, the Contractor shall either grant or obtain from the appropriate vendors sufficient rights to transfer or deliver, without additional fee or approval, the software and associated licenses to the Government or any authorized follow-on Government contractor.

(End of clause)

**H.22 OCCUPATIONAL HEALTH SERVICES AND EMERGENCY MEDICAL SERVICES**

- (a) The contractor shall utilize medical treatment at the Occupational Health Facility for any injury that occurs at KSC or the CCAFS. The medical services set forth in KNPD 1810.1, KSC Occupational Medicine Program, will be provided to the contractor by the Government.
- (b) The contractor shall utilize the medical services at the Occupational Health Facility for KSC job-required medical certification health examinations. Medical certifications will be provided in accordance with KBM-ST-2.1B.

(End of clause)

**H.23 GOVERNMENT'S RIGHT TO INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION**

- (a) With the exception of financial information, the Government will have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of three (3) years after contract completion, require the delivery of any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.
- (b) The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time during the three (3) year period set forth in Paragraph (a) of this clause.

(End of clause)

**H.24 ASBESTOS-CONTAINING BUILDING MATERIALS**

- (a) Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA-KSC facilities to the facility tenant organizations through the Environmental Health Office.
- (b) Special requirements, coordination, and precautions will apply to any work taking place that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101. The contractor shall coordinate any such work involving ACBM with Environmental Health, Fire Services and any other resident government or contractor organization whose employees may have access to the work location.

(End of clause)

**H.25 CONFINED SPACE WORK REQUIREMENTS**

- (a) Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is

required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR §1910.146. For work in telecommunications manholes, provisions of 29 CFR §1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with Environmental Health, Fire Services, and any other resident government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the Government does not prohibit the contractor from providing their own atmospheric testing. Government-provided services include environmental health monitoring and consultation support for testing of atmospheres in confined spaces as well as fire rescue and emergency medical services.

- (b) Entry into and work in confined spaces shall be in accordance with the requirements of KNPR 1820.4, KSC Respiratory Protection Program, KNPR 1840.19, Industrial Hygiene Programs, and all other applicable clauses of this contract.
- (c) Confined spaces, which contain water, shall be pumped out by the contractor prior to scheduling a confined space entry check.

(End of clause)

## **H.26 RESERVED**

## **H.27 RESERVED**

## **H.28 EQUAL EMPLOYMENT OPPORTUNITY REPORTING**

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs. This report may be provided either electronically or in hard copy.

(End of clause)

## **H.29 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)**

Consistent with NPR 8735.1 (Procedures for Exchanging Parts, Materials, and Safety Problem Data Utilizing Government-Industry Data Exchange Program and NASA Advisories), the Contractor shall review all GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories to determine if they affect the Contractor's products/and or services provided to the Government. For GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories that affect the contractor's products and services provided to the Government, the contractor shall take action to eliminate or mitigate any negative effect.

The contractor shall generate applicable failure experience data report(s) (GIDEP ALERT, GIDEP SAFE-ALERT, GIDEP Problem Advisory) in accordance with the requirements of GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010 whenever failed or nonconforming items, available to other buyers, are discovered during the course of the Contract

The contractor shall insert this section in any subcontract for supplies hereunder exceeding \$500,000.00 or supplying safety critical item(s) as identified by the Contract. When so inserted, the words, "Contractor" should be changed to "Subcontractor," and "Government" should be changed to "Customer."

(End of clause)

### **H.30 GOVERNMENT PERFORMANCE OF ACTIVITIES**

In addition to the Government-led and NASA-managed activities identified in the Performance Work Statement, the Government reserves the right to perform ground processing activities. Examples of activities the Government may perform include work authoring, nonconformance report authoring, problem resolution and task-team leadership.

(End of clause)

### **H.31 REQUIREMENT FOR COST TRACKING**

The costs for each program, project and customer shall be tracked and reported separately. These costs shall be reported in accordance with the requirements of NFS 1852.242-73, NASA Contractor Financial Management Reporting, and NFS 1852.242-74, NASA Contractor Financial Management Reporting (Performance Analysis Report). Cost reporting must be in suitable format and adequate detail to fulfill obligations placed on the TOSC contract managing organization in support of each program, project and customer.

(End of clause)

### **H.32 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 November 5, 2012, are hereby incorporated by reference in this resulting contract.

(End of clause)

### **H.33 TOSC PERFORMANCE CAPABILITIES AND APPROACHES**

The contractor shall provide and implement the performance capabilities and implementation approaches as described in Attachment J-16, TOSC Performance Capabilities and Approaches.

The incorporation of these performance capabilities and approaches does not relieve the contractor from the responsibilities of meeting all other requirements of the PWS.

The estimated cost and fee for providing these performance capabilities and approaches, as described in Attachment J-16, is incorporated in the amounts identified in Section B clause, Supplies and/or Services to be Provided.

(End of clause)

### **H.34 PROCESS FOR ACCOMPLISHING CONTRACTOR 3RD-PARTY WORK ON KENNEDY SPACE CENTER**

(a) Purpose

The purpose of this clause is to inform the contractor regarding the process that must be followed if the contractor wishes to perform work for third parties on Kennedy Space Center

(KSC). This process shall be effective October 9, 2012. Contractor 3rd-Party Work (C3PW) is defined as work performed by the contractor on KSC and paid for via any agreement other than this contract. The guidance provided herein applies only to C3PW the contractor wishes to perform and where contractor personnel performing the C3PW are resident on KSC when doing so.

(b) Background

C3PW performed by the contractor and its subcontractors on KSC will utilize or benefit from Government resources and services, and most likely will also involve use of Government Property (GP) identified in this contract. The contractor's workforce's mere presence on KSC benefits from the installation's resources (housing, roads, grounds, utilities, communications, emergency services, equipment, installation management and administrative support, etc.), the costs of which are paid by the Government, but which would otherwise be a part of the contractor's costs of doing business if located offsite. These benefits are considered "special benefits to an identifiable recipient above and beyond those which accrue to the public at large" and others in the commercial market place would have to pay for such costs of doing business. NASA policy requires that, when such benefits are existent in a circumstance where a contractor is performing C3PW, a charge shall be imposed to recover the full-cost for the service, goods, or resource provided. In such circumstances, an agreement independent of this contract must be executed between the contractor and NASA KSC under which all the costs of such Government resources, as may be utilized, or benefit a particular instance of C3PW, are defined and the contractor agrees to pay, in addition to other applicable conditions and requirements. This agreement will be in the form of a Reimbursable Space Act Agreement (RSAA). RSAA's are entirely independent of this contract. The requirements as to the data required to enter into such agreements, the terms of the agreements, issues related to the administration of the agreements, and resolution of all issues related thereto shall be addressed with the Contracting Officer's Technical Representative (COTR), as applicable, responsible for entering into and administering the RSAA.

(c) Use of GP Identified in the Contract

GP identified in the lists in the contract shall be used only for performance of the contract unless approval for other use is provided by the Contracting Officer. The conditions for such use are specified by the Contracting Officer with each approval. The Contracting Officer's approval is usually provided in a letter replying to a specific contractor request. However, under this contract, for C3PW that will require an RSAA and where the work will utilize GP identified in the lists in the contract, NASA will determine if use fees will apply. If it is determined that use fees apply, then approval for use of the specified GP will be provided by the Contracting Officer in each RSAA Annex, the applicable use fees will be specified therein, and the RSAA Annex will constitute the establishment of use fees pursuant to the contract's Use and Charges clause. If use fees will not apply, then the COTR's approval on each RSAA Annex will suffice as approval for use of the GP in lieu of the Contracting Officer's approval.

(d) Use of All Other Government Resources

Before the contractor performs any instance of C3PW on KSC, the contractor shall ascertain the need for Government resources, enter into an RSAA for any such Government resources that will be utilized or benefit each instance of C3PW, and comply with the requirements specified therein. If the work to be performed outside this contract involves work under another federal agency's prime contract, including a subcontract

thereto, the contractor shall coordinate with the Contracting Officer or COTR on this contract to identify the applicable documentation requirements, and shall not assume an RSAA is or is not required. In such instances, regardless of whether or not an RSAA would be required, the contractor must obtain the Contracting Officer's approval for use of GP when performing as a prime or subcontract under any other Government contract(s).

(e) Point of Contact for C3PW and RSAAs

- (1) The point of contact regarding C3PW and entering into an RSAA is the COTR.
- (2) If the C3PW is performed as a subcontractor (at any tier) to a cost-type NASA prime contract, an RSAA is not required, but use of GP must be approved by the Contracting Officer. In this circumstance, a request for rent-free use should be sent to the Contracting Officer.



**SECTION I - CONTRACT CLAUSES****I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (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): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html>. For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of clause)

**I.2 FAR CLAUSES INCORPORATED BY REFERENCE**

- 52.202-1 Definitions. (Jan 2012)
- 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. (Oct 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. (Oct 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct. (Apr 2010)
- 52.204-2 Security Requirements. (Aug 1996)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
- 52.204-7 Central Contractor Registration. (Feb 2012)
- 52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (Feb 2012)
- 52.208-9 Contractor use of Mandatory Sources of Supply or Services. (Oct 2008)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010)
- 52.210-1 Market Research. (Apr 2011)
- 52.211-5 Material Requirements. (Aug 2000)
- 52.215-2 Audit and Records - Negotiation. (Oct 2010)
- 52.215-8 Order of Precedence - Uniform Contract Format. (Oct 1997)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (Aug 2011)
- 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (Oct 2010)
- 52.215-15 Pension Adjustments and Asset Reversions. (Oct 2010)
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Jul 2005)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (Oct 2010)–Alternate II (Oct 1997) and Alternate III (Oct 1997)
  - (d) Submit the cost portion of the proposal via the following electronic media:  
Microsoft Office Excel
- 52.215-23 Limitations on Pass-Through Charges. (Oct 2009)
- 52.219-8 Utilization of Small Business Concerns. (Jan 2011)

- 52.219-9 Small Business Subcontracting Plan. (Jan 2011)–Alternate II (Oct 2001)
  - 52.219-16 Liquidated Damages - Subcontracting Plan. (Jan 1999)
  - 52.222-1 Notice to the Government of Labor Disputes. (Feb 1997)
  - 52.222-3 Convict Labor. (Jun 2003)
  - 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (Jul 2005)
  - 52.222-6 Davis-Bacon Act. (Jul 2005)\*
  - 52.222-7 Withholding of Funds. (Feb 1988)\*
  - 52.222-8 Payrolls and Basic Records. (Jun 2010) \*
  - 52.222-9 Apprentices and Trainees. (Jul 2005)\*
  - 52.222-10 Compliance with Copeland Act Requirements. (Feb 1998)\*
  - 52.222-11 Subcontracts (Labor Standards). (Jul 2005)\*
  - 52.222-12 Contract Termination-Debarment. (Feb 1988)\*
  - 52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (Feb 1988)\*
  - 52.222-14 Disputes Concerning Labor Standards. (Feb 1988)\*
  - 52.222-15 Certification of Eligibility. (Feb 1988)\*
  - 52.222-16 Approval of Wage Rates. (Feb 1988)\*
  - 52.222-19 Child Labor - Cooperation with Authorities and Remedies. (Mar 2012)
  - 52.222-30 Davis-Bacon Act—Price Adjustment (None or Separately Specified Pricing Method). (Dec 2001)\*
  - 52.222-21 Prohibition of Segregated Facilities. (Feb 1999)
  - 52.222-26 Equal Opportunity. (Mar 2007)
  - 52.222-29 Notification of Visa Denial. (Jun 2003)
  - 52.222-35 Equal Opportunity for Veterans. (Sep 2010)
  - 52.222-36 Affirmative Action for Workers with Disabilities. (Oct 2010)
  - 52.222-37 Employment Reports Veterans. (Sep 2010)
  - 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)
  - 52.222-41 Service Contract Act of 1965. (Nov 2007)
  - 52.222-50 Combating Trafficking in Persons. (Feb 2009)
  - 52.222-54 Employment Eligibility Verification. (Jan 2009)
  - 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. (May 2011)–Alternate I (May 2011) and Alternate II (May 2011)
  - 52.223-6 Drug-Free Workplace. (May 2001)
  - 52.223-10 Waste Reduction Program. (May 2011)
  - 52.223-12 Refrigeration Equipment and Air Conditioners. (May 1995)
  - 52.223-15 Energy Efficiency in Energy-Consuming Products. (Dec 2007)
  - 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (Aug 2011)
  - 52.224-1 Privacy Act Notification. (Apr 1984)
  - 52.224-2 Privacy Act. (Apr 1984)
  - 52.225-8 Duty-Free Entry. (Oct 2010)
  - 52.225-13 Restrictions on Certain Foreign Purchases. (Jun 2008)
  - 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification.(Nov 2011)
  - 52.227-1 Authorization and Consent. (Dec 2007)
  - 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (Dec 2007)
  - 52.227-3 Patent Indemnity (Apr 1984)
  - 52.227-11 Patent Rights--Ownership by the Contractor. (Dec 2007)
- (j) Communications: The contractor shall contact the Contracting Officer for any communications regarding this clause.

- 52.227-14 Rights in Data-General. (Dec 2007)—Alternate II (Dec 2007) and Alternate III (Dec 2007)  
 Limited Rights Notice (Dec 2007)  
 (1) use (except for manufacture) by support service contractors; (2) evaluation by nongovernment evaluators; (3) use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part; (4) emergency repair or overhaul work; or (5) release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
- 52.227-16 Additional Data Requirements. (Jun 1987)
- 52.228-7 Insurance - Liability to Third Persons. (Mar 1996)
- 52.228-8 Liability and Insurance—Leased Motor Vehicles (May 1999)
- 52.229-8 Taxes—Foreign Cost-Reimbursement Contracts. (Mar 1990)  
 (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of France, Spain, Japan, Russia, French Guiana or Kazakhstan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of France, Spain, Japan, Russia, French Guiana or Kazakhstan, shall not constitute an allowable cost under this contract.
- 52.230-2 Cost Accounting Standards. (May 2012)
- 52.230-6 Administration of Cost Accounting Standards. (Jun 2010)
- 52.232-9 Limitation on Withholding of Payments. (Apr 1984)
- 52.232-17 Interest. (Oct 2010)
- 52.232-18 Availability of Funds. (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)
- 52.236-5 Material and Workmanship. (Apr 1984)\*
- 52.236-7 Permits and Responsibilities. (Nov 1991)\*
- 52.236-18 Work Oversight in Cost-Reimbursement Construction Contracts. (Apr 1984)\*
- 52.236-19 Organization and Direction of the Work. (Apr 1984)\*
- 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 II (Apr 1984)
- 52.243-6 Change Order Accounting. (Apr 1984)
- 52.243-7 Notification of Changes. (Apr 1984)  
 (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within seven (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and

written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—  
 (d) Government response. The Contracting Officer shall promptly, within seven (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding the Contracting Officer shall either—

- 52.244-5 Competition in Subcontracting. (Dec 1996)
- 52.245-1 Government Property. (Apr 2012)
- 52.245-9 Use and Charges. (Apr 2012)
- 52.246-25 Limitation of Liability - Services. (Feb 1997)
- 52.247-1 Commercial Bill of Lading Notations. (Feb 2006)
  - (a) If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.
  - (b) If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. NNK13MA14C. This may be confirmed by contacting: NASA/Kennedy Space Center, Office of Procurement, Mail Code: OP-MS, Kennedy Space Center, FL 32899
- 52.247-63 Preference for U.S.-Flag Air Carriers. (Jun 2003)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (Feb 2006)
- 52.247-68 Report of Shipment (REPSHIP). (Feb 2006)
- 52.249-6 Termination (Cost-Reimbursement). (May 2004)
- 52.249-14 Excusable Delays. (Apr 1984)
- 52.251-1 Government Supply Sources. (Apr 2012)
- 52.251-2 Interagency Fleet Management System Vehicles and Related Services. (Jan 1991)
- 52.253-1 Computer Generated Forms. (Jan 1991)

\*Applies to construction activities in PWS sections 6.1, 6.2, and 8.3.

### **I.3 NFS CLAUSES INCORPORATED BY REFERENCE**

- 1852.209-72 Composition of the Contractor. (Dec 1988)
- 1852.216-89 Assignment and Release Forms. (Jul 1997)
- 1852.219-74 Use of Rural Area Small Businesses. (Sep 1990)
- 1852.219-75 Small Business Subcontracting Reporting. (May 1999)
- 1852.219-76 NASA 8 Percent Goal. (Jul 1997)
- 1852.219-77 NASA Mentor-Protégé Program. (May 2009)
- 1852.227-11 Patent Rights - Retention by the Contractor (Short Form).
- 1852.227-14 Rights in Data - General.
- 1852.228-75 Minimum Insurance Coverage. (Oct 1988)
- 1852.235-70 Center for Aerospace Information. (Dec 2006)
- 1852.237-70 Emergency Evacuation Procedures. (Dec 1988)
- 1852.237-71 Pension Portability. (Jan 1997)
- 1852.242-78 Emergency Medical Services and Evacuation. (Apr 2001)
- 1852.243-71 Shared Savings. (Mar 1997)

**I.4 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)**

## (a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

## (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
  - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
  - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

NASA Office of the Inspector General, <<http://oig.nasa.gov/hotline.html>>

- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
  - (1) Is for the acquisition of a commercial item; or
  - (2) Is performed entirely outside the United States.

(End of clause)

**I.5 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <<https://www.acquisition.gov>>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—
  - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
    - (i) Government personnel and authorized users performing business on behalf of the Government; or

- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
  - (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
  - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 310 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### **I.6 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (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.7 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)**

#### **(a) Invoicing.**

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

#### **(b) Reim bursing costs.**

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only –
  - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
  - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for –

- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made –
    - (1) In accordance with the terms and conditions of a subcontract or invoice; and
    - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
  - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
  - (C) Direct labor;
  - (D) Direct travel;
  - (E) Other direct in-house costs; and
  - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless –
    - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
    - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
  - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
  - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2)



- (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
  - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
  - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
  - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
  - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
  - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
  - (F) Facilities capital cost of money factors computation.
  - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
  - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
  - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
  - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
  - (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
  - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
  - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
  - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
  - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
  - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
  - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
  - (K) Federal and State income tax returns.
  - (L) Securities and Exchange Commission 10-K annual report.
  - (M) Minutes from board of directors meetings.

- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
  - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
  - (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(l) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)
- (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—
    - (A) Determine the amounts due to the Contractor under the contract; and
    - (B) Record this determination in a unilateral modification to the contract.
  - (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates –
- (1) Shall be the anticipated final rates; and
  - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be –
  - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
  - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.
  - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
  - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver –
    - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
    - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except –
      - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
      - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
      - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

**I.8 FAR 52.216-18 ORDERING. (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance specified in clause F.2, Period of Performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

**I.9 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, 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 million;
  - (2) Any order for a combination of items in excess of \$100 million; or
  - (3) A series of orders from the same ordering office within 7 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 3 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)

**I.10 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity

designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 180 days past the term of the contract.

(End of clause)

#### **I.11 FAR 52.217-8 OPTION TO EXTEND SERVICES. (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 15 days before the contract expires.

(End of clause)

#### **I.12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9 years, 7 months.

(End of clause)

#### **I.13 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)**

- (a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).
- (b) Evaluation preference.
  - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except –
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

- (ii) Otherwise successful offers from small business concerns.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
  - (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
  - (4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.
- [ ] Offeror elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction.
    - (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
    - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
    - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
  - (4) Construction by special trade contractors.
    - (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
  - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)
  - (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
  - (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
  - (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

**I.14 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION.  
(APR 2012)**

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

“Long-term contract” means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

“Small business concern” 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 criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a



national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
  - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
  - (3) For long-term contracts -
    - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
    - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-smallbusiness-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [X] is not a small business concern under NAICS Code 541712 assigned to contract number NNK13MA14C.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### **I.15 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work -
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*Insert either zero or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

#### **I.16 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable

to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>Job Title</u>	<u>GS Level</u>	<u>Rate</u>
Support Specialist II	GS 7/Step 5	\$22.35
Support Specialist I	GS 5/Step 5	\$18.04
Business Specialist I	GS 9/Step 5	\$27.34
Administrative Staff II	GS 7/Step 5	\$22.35
Administrative Staff I	GS 5/Step 5	\$18.04

(End of clause)

**I.17 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)**

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
  - (1) Be submitted in writing;
  - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

**I.18 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (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.19 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)**

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

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

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

**WARNING**

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

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

(End of clause)

**I.20 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data - General” clause contained in this contract) in and to the technical data contained in the proposal dated November 5, 2012, upon which this contract is based.

(End of clause)

**I.21 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)**

## (a) Definitions. As used in this clause –

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

## (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

## (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

## (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:

(1) For all cost-reimbursement, time-and-material, labor-hour, and fixed-price subcontracts with an initial award of \$5 million or greater and modifications of \$1 million or greater;

(2) Letter subcontracts and unpriced orders of any amount

(3) Construction subcontracts of \$150,000 or greater; and

(4) Ratifications of any amount (i.e., all orders issued prior to issuance of a contractual document or issued without all required approvals).

## (e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Engineering Research and Consulting, Inc. (doing business as ERC, Inc.) and Aerodyne Industries, LLC

(End of clause)

## **I.22 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)**

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

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

- (c)

- (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
  - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
  - (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

**I.23 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--
- (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—
- NSSC - FMD Accounts Payable  
Building 1111, C Road  
Stennis Space Center, MS 39529

(End of clause)

**I.24 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (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.25 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and Attachment J-07, DD Form 254, Contract Security Classification Specification.

(End of clause)

**I.26 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)**

- (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 sub-contractors 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: <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. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.
- (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the 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 Web site 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. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) 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.27 NFS 1852.215-84 OMBUDSMAN. (NOV 2011)**

- (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, whose name, address, telephone number, facsimile number, and e-mail address may be found at: [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

**I.28 NFS 1852.236-73 HURRICANE PLAN. (DEC 1988)**

In the event of a hurricane warning, the Contractor shall--

- (a) Inspect the area and place all materials possible in a protected location;
- (b) Tie down, or identify and store, all outside equipment and materials;
- (c) Clear all surrounding areas and roofs of buildings, or tie down loose material, equipment, debris, and any other objects that could otherwise be blown away or blown against existing buildings; and
- (d) Ensure that temporary erosion controls are adequate.

(End of clause)

**I.29 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (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 Mitigation 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.30 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (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 [Insert page numbers or

other identification of 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)

**I.31 NFS 1852.243-70 ENGINEERING CHANGE PROPOSALS. (OCT 2001)–ALTERNATE II (SEP 1990)**

- (a) Definitions.

“ECP” means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

- (b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.
- (c) Any ECP submitted to the Contracting Officer shall include a “not-to-exceed” estimated cost increase or decrease adjustment amount, if any, and the required period of performance adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the “not-to-exceed” estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.
- (d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:
  - (1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or
  - (2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.
- (e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)

**I.32 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)**

## (a) Identification of Employees

## (1) Badging

- (i) Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdgglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.
- (ii) Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.
  - (A) Contract number and location of work site(s);
  - (B) Contract commencement and completion dates;
  - (C) Status as prime or subcontractor; and,
  - (D) Name of the contractor designated security/badging official.
  - (E) A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

- (iii) Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.
- (iv) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- (v) Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

## (2) Investigations

- (i) All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.
- (ii) All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
  - (A) FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
  - (B) Standard Form 85, Questionnaire for Non-Sensitive Positions;
  - (C) Optional Form 306, Declaration for Federal Position Employment; and,
  - (D) Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

## (b) Badging Restrictions/Categories

- (1) Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.
  - (i) The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
  - (ii) One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

(End of clause)

**I.33 KSC 52.245-90 MANAGEMENT OF NASA-OWNED/CONTRACTOR-HELD RECORDS (SEP 2009)**

- (a) NASA-owned/Contractor-held records shall be maintained by the Contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6, NASA Records Management Program, NPR 1441.1, NASA Records Retention Schedules, and KNPR



1440.6, KSC Records Management, and KSC-UG-2620 Records Management User Guide. As directed by the Contracting Officer, the Contractor shall obtain prior approval from the Contracting Officer to destroy or remove records subject to this clause.

- (b) NASA-owned/Contractor-held records shall consist of documentation of Contractor activities and functions necessary for the performance of this contract, including, but not limited to, documentation of those day-to-day operating procedures that are essential to carrying out the statement of work and those actions, organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract. NASA-owned/Contractor-held records shall not include those Contractor records that relate exclusively to the Contractor's internal business or are of a general nature not specifically related to the performance of work under the contract. The Contractor's general policies, procedures, etc., that apply to the general conduct of its business do not fall under the purview of this clause. When in doubt, the Contractor shall seek the Contracting Officer's determination as to which records are subject to this clause.
- (c) The Contractor shall ensure that NASA-owned/Contractor-held records are segregated from company-owned records and from non-record materials. This clause operates independently from and is not intended to affect, or be effected by, the Contractor records provisions contained in FAR Subpart 4.7 and the clauses referenced therein.
- (d) The Contractor, through the Contracting Officer, shall coordinate with the KSC Records Manager, on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.
- (e) When the contractor generates NASA-owned/Contractor-held records, the contractor shall prepare and submit KSC Form 16-473V2, Federal Records Management Inventory Plan, to the KSC Records Manager on an annual basis.

(End of clause)

#### **I.34 KSC 52.245-97 RECORDS MANAGEMENT (MAR 2010)**

The contractor shall ensure accurate and complete records of Government business are maintained in accordance with the NASA Procedural Requirement (NPR) 1441.1, NASA Records Retention Schedules. This includes legacy, electronic and vital records. Records of Government Business shall be segregated from company-owned records and from non-record materials, and the contractor shall provide NASA or authorized representatives access to all Government records in accordance with Federal Acquisition Regulations (FAR) Subpart 4.7. The term "records" is defined as "all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included." The Government reserves the right to inspect, audit, and copy record holdings.

The contractor shall complete, submit, and maintain a Records Management Program Plan for all data/records produced as part of this contract in accordance with DR 3.6-1.

The contractor shall submit an annual Records Management Program File Plan to the NASA KSC Records Manager in accordance with DR 3.6-2.

At the completion or termination of this contract, or as required by the records retention schedule expiration, the contractor shall deliver Government records to the NASA KSC Records Manager in accordance with NASA Policy Directive (NPD) 1440.6 and Kennedy NASA Procedural Requirement (KNPR) 1440.6.

The contractor shall contact the Contracting Officer, in order to obtain the NASA KSC Records Manager's determination as to which records are subject to this Clause.

(End of clause)

**I.35 RESERVED**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

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

Number	Title
Attachment J-01	Performance Work Statement
Appendix 1	Data Requirements List
Appendix 2	Compliance and Reference Documents
Appendix 3	TOSC Manifest
Appendix 4	ISS Flight Certified Hardware
Appendix 5	Government-Furnished Facilities
Appendix 6	TOSC Shops & Laboratories
Appendix 7	TOSC OMEU Matrix
Appendix 8	Pressure Vessels & Systems
Appendix 9	TOSC Authorized Projects
Appendix 10	Reserved
Appendix 11	Contractor-Accountable Property (FAR 52.245-1)
Appendix 12	Government-Furnished Commodities
Appendix 13	Government-Furnished Legacy IT Systems
Appendix 14	Government-Furnished Services
Appendix 15	Meeting Support Matrix
Appendix 16	Legacy Flight Hardware
Appendix 17	Off-site Data Center Requirements
Attachment J-02	Priced Options
Attachment J-03	Safety and Health Plan
Attachment J-04	Glossary & Acronyms
Attachment J-05	Award Fee Plan
Attachment J-06	Small Business Subcontracting Plan
Attachment J-07	DD Form 254, Contract Security Classification Specification
Attachment J-08	Register of Service Contract Wage Determination
Attachment J-09	Register of Davis Bacon Wage Determination
Attachment J-10	PIV Card Issuance Procedures
Attachment J-11	Organizational Conflict of Interest Mitigation Plan
Attachment J-12	Task Order Summary
Attachment J-13	IDIQ Labor Rates
Attachment J-14	Allocation of Available Award Fee
Attachment J-15	Collective Bargaining Agreements
Attachment J-16	TOSC Performance Capabilities and Approaches

(End of clause)