

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)	RATING DO-C-9	PAGE 1	OF PAGES 378
2. CONTRACT NO. NNA16BD26C	3. SOLICITATION NO. NNA14443194R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 01/06/16	6. REQUISITION/PURCHASE NO. 4200443194 4200574324	
7. ISSUED BY NASA Ames Research Center Mail Stop 241-1; Bldg. 241, Rm. 244; P.O Box 1 Attn: Starr Strong Moffett Field, CA 94035-0001		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "Offer" and "Offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand-carried, in the depository located in **Bldg. 241, Room 244** until **1:00 PM** local time .

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 Starr L. Strong	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-4699	C. EMAIL ADDRESS Starr.L.Strong@nasa.gov
---------------------------	----------------------------	---	---

**11. TABLE OF CONTENTS**

(*)	SEC	DESCRIPTION	PAGE(S)	(*)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
A		SOLICITATION/CONTRACT FORM		I		CONTRACT CLAUSES	
B		SUPPLIES OR SERVICES AND PRICE/COST				OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
C		DESCRIPTION/SPECS./WORK STATEMENT				ATTACHMENTS	
D		PACKAGING AND MARKING				- REPRESENTATIONS AND INSTRUCTIONS	
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS	
F		DELIVERIES OR PERFORMANCE				AND OTHER STATEMENTS OF OFFERORS	
G		CONTRACT ADMINISTRATION DATA		L		INSTRS., CONDS. AND NOTICES TO OFFERORS	
H		SPECIAL CONTRACT REQUIREMENTS		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 **180** calendar days (*60 calendar days unless a different period is inserted by the Offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Jacobs Technology Inc. 600 William Northern Blvd. Tullahoma, TN 37388 - 4729	CODE <b>7E380</b>	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> <b>B. Ward Johnson Jr.</b> <b>Sr. Vice President</b>
--	----------------------	----------	--

15B. TELEPHONE NO. AREA CODE (931) 393-6225	EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE <b>(b) (6)</b>	18. OFFER DATE <b>6 Jan 2016</b>
--	-----	---	---------------------------------	-------------------------------------

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION PPC:99 4200574324 \$205,000.00
-----------------------------------	------------	--

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM 25
---	---	------------

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY NSSC - FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 NSSC-AccountsPayable@nasa.gov	CODE CFS:203-18
---	--	--------------------

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <b>(b) (6)</b> <i>(Signature of Contracting Officer)</i>	28. AWARD DATE <b>6 Jan 2016</b>
---	---	-------------------------------------

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## TABLE OF CONTENTS

PART I – THE SCHEDULE	B-1
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS	B-1
B.1 SUPPLIES/SERVICES TO BE PROVIDED	B-1
B.2 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)	B-2
B.3 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS	B-3
B.4 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)	B-4
B.5 LIMITATIONS ON PERIOD OF PERFORMANCE REGARDING TASK ORDERS	B-4
B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES	B-4
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	C-1
C.1 SPECIFICATION/STATEMENT OF WORK	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 CLAUSES INCORPORATED BY REFERENCE	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 CLAUSES INCORPORATED BY REFERENCE	E-1
E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)	E-1
SECTION F - DELIVERIES AND PERFORMANCE	F-1
F.1 CLAUSES INCORPORATED BY REFERENCE	F-1
F.2 PERIOD OF PERFORMANCE	F-1
F.3 PLACE OF PERFORMANCE	F-2
F.4 DELIVERY SCHEDULE	F-2
F.5 DELIVERY OF REPORTS	F-2
F.6 ARC 52.249-90 NOTICE OF DELAY (FEB 1997)	F-2
SECTION G - CONTRACT ADMINISTRATION DATA	G-1
G.1 CLAUSES INCORPORATED BY REFERENCE	G-1
G.2 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (APR 2012)	G-1
G.3 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)	G-2
G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)	G-4
G.5 RESERVED	G-4
G.6 RESERVED	G-4
G.7 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) (ALT 1) (JAN 2011)	G-4
G.8 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)	G-6
G.10 RESERVED	G-7
G.11 RESERVED	G-7
G.12 ARC 52.232-90 SUBMISSION OF INVOICES (JUN 2008)(MODIFIED JAN 2012)	G-7
SECTION H – SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 CLAUSES INCORPORATED BY REFERENCE	H-1
H.2 NFS 1852.216-80 TASK ORDER PROCEDURE (OCT 1996)	H-1
H.3 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)	H-2
H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)	H-3
H.5 NFS 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)	H-4
H.6 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)	H-5
H.7 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)	H-6
H.8 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)	H-6
H.9 ARC 52.227-96 HANDLING OF DATA (JUN 1989)	H-7

H.10	ARC 52.227-97 DATA RIGHTS AND SUBCONTRACTING (MAY 2013) (ALT I) (MAY 2013)	H-8
H.11	ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)	H-11
H.12	ARC 52.230-90 CONTRACTOR PURCHASING (JAN 2012) (ALT I)	H-11
H.13	ARC 52.231-90 SEVERANCE PAY (OCT 2012)	H-12
H.14	ARC CLAUSE DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (JUNE 2014)	H-12
H.15	INCORPORATION OF THE CONTRACTOR'S PROPOSAL	H-13
H.16	LIMITATION OF FUNDS (TIME AND MATERIALS CONTRACT)	H-13
H.17	ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING	H-13
H.18	NON-PERSONAL SERVICES	H-15
H.19	PATENT RIGHTS	H-16
H.20	SMALL BUSINESS SUBCONTRACTING GOALS	H-16
H.21	RESERVED	H-17
SECTION I – CONTRACT CLAUSES		I-1
I.1	CLAUSES INCORPORATED BY REFERENCE	I-1
I.2	FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	I-6
I.3	FAR 52.216-18 ORDERING (OCT 1995)	I-7
I.4	FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)	I-7
I.5	FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)	I-8
I.6	52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE II (OCT 2001)	I-8
I.7	FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)	I-17
I.8	FAR 52.227-14 RIGHTS IN DATA GENERAL (May 2014) (ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14)	I-19
I.9	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-25
I.10	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	I-25
I.11	NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)	I-25
I.12	RESERVED	I-25
I.13	RESERVED	I-25
I.14	NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)	I-25
I.15	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	I-26
SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS		J-1
J.1	ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997)	J-1

**PART I – THE SCHEDULE**

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

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

(a) This is a Single Award Hybrid contract with Cost-Plus-Award-Fee (CPAF) Requirement Contract Line Items (CLINS) and Indefinite Delivery Indefinite Quantity (IDIQ) CLINS (CPAF, Time and Material (T&M), and Firm Fixed Price (FFP)). The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement set forth in Section C.

Item No.	Description	Qty	Unit
<b>BASE PERIOD</b>			
01*	60-Day Phase-In Period Aerospace Testing and Facilities Operations and Maintenance (ATOM-4) as set forth in Section F, paragraph F.2(a), in accordance with the Phase-In Plan	1	Job
02A*	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Contract Management and Administration (Statement of Work (SOW) Section 3.5), Base Period as set forth in Section F, paragraph F.2(a)	1	Job
02B*	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Testing and General Services (SOW Sections 3.2 and 3.4), Base Period as set forth in Section F, paragraph F.2(a)	1	Job
02C	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Development Services and Other Direct Cost Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement (SOW Sections 3.3 and 3.5.1.9), Base Period as set forth in Section F, paragraph F.2(a)	TBD	Task Orders

\*Base Period – Only Contract Line Item Nos. (CLIN), 01 (Phase-In), 02A Contract Management Requirement and 02B Testing and General Services Requirements will be initiated at award.

(b) **OPTION PERIODS.** If Option Periods are exercised pursuant to FAR 52.217-9, “Option to Extend the Term of the Contract,” the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C and as identified under individual Core CLINS and the IDIQ CLIN task orders.

Item No.	Description	Qty	Unit
<b>OPTION PERIOD 1</b>			
03A	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Contract Management and Administration (SOW Section 3.5), Option Period 1 as set forth in Section F, paragraph F.2(b)	1	Job
03B	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Technical Elements (SOW Sections 3.2 and 3.4), Option Period 1 as set forth in Section F, paragraph F.2(b)	1	Job
03C	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Development Services and Other Direct Cost Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement (SOW Sections 3.3 and 3.5.1.9), Option Period 1 as set forth in Section F, paragraph F.2(b)	TBD	Task Orders
<b>OPTION PERIOD 2</b>			
04			

04A	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Contract Management and Administration (SOW Section 3.5), Option Period 2 as set forth in Section F, paragraph F.2(c)	1	Job
04B	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Testing and General Services (SOW Sections 3.2 and 3.4), Option Period 2 as set forth in Section F, paragraph F.2(c)	1	Job
04C	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Development Services and Other Direct Cost Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement (SOW Sections 3.3 and 3.5.1.9), Option Period 2 as set forth in Section F, paragraph F.2(c)	TBD	Task Orders
05	OPTION PERIOD 3		
05A	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Contract Management and Administration (SOW Section 3.5), Option Period 3 as set forth in Section F, paragraph F.2(d)	1	Job
05B	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Testing and General Services (SOW Sections 3.2 and 3.4), Option Period 3 as set forth in Section F, paragraph F.2(d)	1	Job
05C	Aerospace Testing and Facilities Operations and Maintenance (ATOM-4), Development Services and Other Direct Cost Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement (SOW Sections 3.3 and 3.5.1.9), Option Period 3 as set forth in Section F, paragraph F.2(d)	TBD	Task Orders

(c) For CLINS 02C, 03C, 04C, and 05C. The Contracting Officer will issue task orders in accordance with Clause H.2, TASK ORDERING PROCEDURE. Most task orders will be issued as CPAF except the following: Statement of Work Section 3.3.3, Construction, will be issued as FFP task orders and requirements for training and travel will be issued as T&M.

(END OF CLAUSE)

**B.2 NFS 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)**

(a) The estimated cost for CLIN 01, Phase-in, is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(b) The estimated cost for CLIN 02A, Base Period for Contract Management and Administration is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(c) The estimated cost for CLIN 02B, Base Period for Testing and General Services is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(d) The estimated cost for CLIN 03A Option Period One for Contract Management and Administration is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(e) The estimated cost for CLIN 03B Option Period One for Testing and General Services is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(f) The estimated cost for CLIN 04A Option Period Two for Contract Management and Administration is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(g) The estimated cost for CLIN 04B Option Period Two for Testing and General Services is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(h) The estimated cost for CLIN 05A Option Period Three for Contract Management and Administration is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(i) The estimated cost for CLIN 05B Option Period Three for Testing and General Services is (b) (4). The maximum available award fee, excluding base fee, if any, is (b) (4). The base fee is (b) (4). Total estimated cost, base fee, and maximum award fee are (b) (4).

(END OF CLAUSE)

**B.3 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS**  
**(Applicable CLINS 02C, 03C, 04C and 05C)**

This clause identifies the negotiated task order values to be paid for acceptable performance of all services described in task orders issued. This clause will be updated on a periodic basis to reflect the value of issued task orders.

The total contract value for CLINS 02C, 03C, 04C and 05C is as follows:

CONTRACT VALUE SUMMARY	Base CLIN 02C	Option One CLIN 03C	Option Two CLIN 04C	Option Three CLIN 05C	TOTAL
Estimated Cost	TBD	TBD	TBD	TBD	TBD
Unearned Award Fee	TBD	TBD	TBD	TBD	TBD
Earned Award Fee	TBD	TBD	TBD	TBD	TBD
Total Cost & Award Fee	TBD	TBD	TBD	TBD	TBD
Time and Material (T&M)	TBD	TBD	TBD	TBD	TBD
Firm Fixed Price (FFP)	TBD	TBD	TBD	TBD	TBD

Total Cost	TBD	TBD	TBD	TBD	TBD
------------	-----	-----	-----	-----	-----

(END OF CLAUSE)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for *[Insert applicable item number(s), task(s), or work description]* and covers the following estimated period of performance: date of award through TBD.

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

SUMMARY OF CONTRACT FUNDING Schedule 1	FROM	BY	TO
Phase-In	\$TBD	\$TBD	\$TBD
Cost	\$TBD	\$TBD	\$TBD
Award Fee	\$TBD	\$TBD	\$TBD
Total Cost & Award Fee	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

**B.5 LIMITATIONS ON PERIOD OF PERFORMANCE REGARDING TASK ORDERS**

The period of performance for issuing task orders under this contract is for two years from the effective date of the contract. This contract also includes three one-year option periods which, if exercised by the Government, would increase the period of performance for issuing task orders through the exercised option period(s). Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the contracting officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

**B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES**

(a) The minimum total amount of supplies or services that shall be ordered under CLINS 02C, 03C, 04C or 05C during the potential effective period of this contract is **\$100,000.00**. The maximum total amount of supplies or services that may be ordered under CLINS 02C, 03C, 04C, and 05C during the potential effective period of this contract is **\$165,000,000.00**. The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 02C, 03C, 04, and 05C of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum total amount is satisfied when the aggregate sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, 04C, or 05C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of **\$100,000.00**.

(c) The maximum total amount is reached when the aggregate sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, 04C, and 05C except for any adjustments

made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$165,000,000.00.

(d) The maximum total amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 02C, 03C, 04C, and 05C of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount of \$165,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$165,000,000 maximum amount.

(END OF CLAUSE)

[END OF SECTION]



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

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

The Contractor shall provide Aerospace Testing and Facilities Operations and Maintenance (ATOM-4) specified in Section B in accordance with the Statement of Work located in Section J as Attachment J.1(a) 12.

(END OF CLAUSE)

[END OF SECTION]

**SECTION D - PACKAGING AND MARKING**

**D.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.9 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (Insert NASA Ames Research Center M/S 255-23 Moffett Field, CA 94035-0001 Attn: Mark Washington, COR in paragraph (e))

(END OF CLAUSE)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.9 of this contract.

Note : \* Applicable only to SOW Section 3.3.3

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

CLAUSE NO.	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES COST-REIMBURSEMENT
52.246-12*	AUG 1996	INSPECTION OF CONSTRUCTION

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

**E.2 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: an original and One (1) copy.

(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)

[END OF SECTION]

**SECTION F - DELIVERIES AND PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.9 of this contract.

Note : \* Applicable only to SOW Section 3.3.3

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

CLAUSE NO.	DATE	TITLE
52.211-10*	APR 1984	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
52.211-12*	SEP 2000	LIQUIDATED DAMAGES - CONSTRUCTION
52.211-13*	SEP 2000	TIME EXTENSIONS
52.242-14*	APR 1984	SUSPENSION OF WORK
52.242-15	AUG 1989	STOP-WORK ORDER; (ALT 1) (APR 1984)
52.242-17*	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

**F.2 PERIOD OF PERFORMANCE**

- (a) **BASE PERIOD (60 Day Phase-In Period and Base Requirement)**  
The performance period of the Base Period shall be for twenty four months from February 2, 2016. The 60 Day Phase-In Period shall be included in the Base Period.
- (b) **OPTION PERIOD 1**  
If exercised, the performance period of Option Period 1 shall be twelve (12) months from the end of the Base Period.
- (c) **OPTION PERIOD 2**  
If exercised, the performance period of Option Period 2 shall be twelve (12) months from the end of Option Period 1.
- (d) **OPTION PERIOD 3**  
If exercised, the performance period of Option Period 3 shall be twelve (12) months from the end of Option Period 2.

(END OF CLAUSE)

**F.3 PLACE OF PERFORMANCE**

The Contractor shall perform the work under this contract at NASA Ames Research Center and at other locations as directed by the Ames Research Center Contracting Officer.

(END OF CLAUSE)

**F.4 DELIVERY SCHEDULE**

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

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

NASA Ames Research Center  
Contract NNA16BD26C  
Moffett Field, CA 94035-1000  
Attn: Mark Washington, COR Mail Stop 227-4

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

(END OF CLAUSE)

**F.5 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

**F.6 ARC 52.249-90 NOTICE OF DELAY (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the schedule for such period as is deemed advisable.

(END OF CLAUSE)

END OF SECTION]

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CLAUSES INCORPORATED BY REFERENCE

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.9 of this contract.

Note : \* Applicable only to SOW Section 3.3.3

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
1852.227-70	APR 2015	NEW TECHNOLOGY.
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	AUG 2015	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (ALT 1) (AUG 2015)
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT FURNISHED PROPERTY PURSUANT TO FAR 52.245-1 ( <i>1<sup>st</sup> sentence insert:</i> "See Section J.1(a) 3, "GOVERNMENT PROPERTY LIST"; <i>2<sup>nd</sup> sentence insert:</i> "AMES Research Center, or as defined in each task order.")
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-79	AUG 2015	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT VALUE (JAN 2011)
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF CLAUSE)

### 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 NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 12 months after the effective date of this contract, the Government shall evaluate

the Contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with ATOM -4 Performance Evaluation 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 NSSC – FMD Accounts Payable will make payment based on issuance of unilateral modification by 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 the Award Fee Plan. 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 [insert the frequency of provisional payments (not more often than 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 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:

Defense Logistics Agency Wide Area Workflow (WAWF)  
<https://wawf.eb.mil/>

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

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

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

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

Defense Logistics Agency Wide Area Workflow (WAWF)  
<https://wawf.eb.mil/>

(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  
NASA Ames Research Center  
ATTN: Starr Strong, M/S 227-2  
Bldg. 227, Rm. 119  
Moffett Field, CA 94035-0001
- (ii) Copy 2 Auditor  
Defense Contract Audit Agency  
(Address Completed at Time of Award)
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office (if applicable), STAMPED "INFO COPY"
- (v) Copy 5 Project management office (if applicable), STAMPED "INFO COPY"

(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 forwarded to:

NASA/Shared Services Center  
Financial Management Division (FMD), Accounts Payable  
Bldg. 1111, C Road  
Stennis Space Center, MS 39529-6000  
NSSC-AccountsPayable@nasa.gov

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

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



(END OF CLAUSE)

**G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR2015)**

(a) For purposes of administration of the clause of this contract entitled "New Technology-Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights--Ownership by the Contractor," whichever is included, the installation New Technology and Patent Representatives identified at [http://prod.nais.nasa.gov/portals/pl/new\\_tech\\_pocs.html](http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html) are hereby designated by the Contracting Officer to administer such clause for the appropriate installation::

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	BT	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

(b) Disclosures of reportable items and of subject inventions, interim new technology summary reports, final new technology summary reports, utilization reports, and other reports required by the applicable "New Technology" or "Patent Rights-Ownership by the Contractor" clause, as well as any correspondence with respect to such matters, shall be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters shall be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology-Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights--Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in 1827.305-270 of the NASA FAR Supplement..

(END OF CLAUSE)

**G.5 RESERVED**

**G.6 RESERVED**

**G.7 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) (ALT 1) (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:

NASA Procedural Requirements (NPRs)

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

Property not recorded in NASA property systems must be managed in accordance with the requirements of 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 J.1(a)(4), Aerospace Testing and Facilities Operations and Maintenance (ATOM) Government Supplied Equipment List

(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:

UNITARY PLAN WIND TUNNELS (UPWT), ARCJET COMPLEX, HYPERVELOCITY FREE-FLIGHT FACILITY (HFFF), AMES VERTICAL GUN RANGE, ELECTRIC ARC SHOCK TUBE (EAST), AND OTHER CENTER FACILITIES FOR PERFORMANCE OF THE REQUIREMENTS STATED IN THE STATEMENT OF WORK.

- (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.8 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: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 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.9 RESERVED**

**G.10 RESERVED**

**G.11 RESERVED**

**G.12 ARC 52.232-90 SUBMISSION OF INVOICES (JUN 2008)(MODIFIED JAN 2012)**

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-5 Prompt Payment clause:

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

Invoices shall include the contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov) or fax 866-209-5415. A copy of the invoice via email shall be provided to the Contracting Officer.

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

(c) This Contract  does  does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(END OF CLAUSE)

[END OF SECTION]

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE**

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.9 of this contract.

Note : \* Applicable only to SOW Section 3.3.3

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING.
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY.
1852.225-70	FEB 2000	EXPORT LICENSES. ( <i>Insert: "NASA Ames Research Center" in paragraph (b)</i> )
1852.243-72*	APR 1998	EQUITABLE ADJUSTMENTS
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

**H.2 NFS 1852.216-80 TASK ORDER 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 15 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 5 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 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)\***

(a) Of the total price of items through TBD, the sum of TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts

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

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

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be

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

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

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

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

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

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

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

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

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

(END OF CLAUSE)

#### **H.4 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.

Key Person	Key Position
(b) (4)	

(END OF CLAUSE)

**H.5 NFS 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)**

(a)(1) The performance of this contract requires contractor employees of the prime contractor or any subcontractor, affiliate, partner, joint venture, or team member with which the contractor is associated, including consultants engaged by any of these entities, to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility.

(2) NASA may close and or deny contractor access to a NASA facility for a portion of a business day or longer due to any one of the following events:

- (i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103.
- (ii) Fires, floods, earthquakes, unusually severe weather to include snow storms, tornadoes and hurricanes.
- (iii) Occupational safety or health hazards.
- (iv) Non-appropriation of funds by Congress.
- (v) Any other reason.

(3) In such events, the contractor employees may be denied access to a NASA facility, in part or in whole, to perform work required by the contract. Contractor personnel already present at a NASA facility during such events may be required to leave the facility.

(b) In all instances where contractor employees are denied access or required to vacate a NASA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, which could include continuing on-site performance during the NASA facility closure period. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts by, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate.



(c) The contractor shall be responsible for monitoring the local radio, television stations, NASA Web sites, other communications channels, for example contracting officer notification, that the NASA facility is accessible. Once accessible the contractor shall resume contract performance as required by the contract.

(d) For the period that NASA facilities were not accessible to contractor employees, the contracting officer may—

- (1) Adjust the contract performance or delivery schedule for a period equivalent to the period the NASA facility was not accessible;
- (2) Forego the work;
- (3) Reschedule the work by mutual agreement of the parties; or
- (4) Consider properly documented requests for equitable adjustment, claim, or any other remedy pursuant to the terms and conditions of the contract.

(e) Notification procedures of a NASA facility closure, including contractor denial of access, as follows:

(1) The contractor shall be responsible for monitoring the local radio, television stations, NASA Web sites, other communications channels, for example contracting officer notification, for announcement of a NASA facility closure to include denial of access to the NASA facility. The contractor shall be responsible for notification of its employees of the NASA facility closure to include denial of access to the NASA facility. The dismissal of NASA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NASA facility closure in which contractor employees are denied access. Moreover, the leave status of NASA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NASA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.

(2) NASA's Emergency Notification System (ENS). ENS is a NASA-wide Emergency Notification and Accountability System that provides NASA the ability to send messages, both Agency-related and/or Center-related, in the event of an emergency or emerging situation at a NASA facility. Notification is provided via multiple communication devices, e.g. Email, text, cellular, home / office numbers. The ENS provides the capability to respond to notifications and provide the safety status. Contractor employees may register for these notifications at the ENS

Web site: <http://www.hq.nasa.gov/office/ops/nasaonly/ENSinformation.html> .

(END OF CLAUSE)

## **H.6 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)**

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

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

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

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

(END OF CLAUSE)

**H.7 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)**

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

b. DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

**H.8 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)**

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

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

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

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

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

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

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

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

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

(END OF CLAUSE)

#### **H.9 ARC 52.227-96 HANDLING OF DATA (JUN 1989)**

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

(b) Data specifically used.

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

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

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

(c) Data first produced.

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

(END OF CLAUSE)

**H.10 ARC 52.227-97 DATA RIGHTS AND SUBCONTRACTING (MAY 2013) (ALT I) (MAY 2013)**

(a) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.

(b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (b)2 below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment).

The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—*

<i>Technical Data to be Furnished With Restrictions*</i>	<i>Basis for Assertion**</i>	<i>Asserted Rights Category***</i>	<i>Name of Person Asserting Restrictions****</i>
<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>

*\*If the assertion is applicable to items, components, or processes developed at*

*private expense, identify both the data and each such item, component, or process.*

*\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.*

*\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).*

*\*\*\*\*Corporation, individual, or other person, as appropriate.*

*Date* \_\_\_\_\_

*Printed Name and Title* \_\_\_\_\_

\_\_\_\_\_

*Signature* \_\_\_\_\_

*(End of identification and assertion)*

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment).

The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:*

<i>Computer Software</i>			<i>Name of Person</i>
<i>to be Furnished</i>	<i>Basis for</i>	<i>Asserted Rights</i>	<i>Asserting</i>
<i>With Restrictions*</i>	<i>Assertion**</i>	<i>Category***</i>	<i>Restrictions****</i>
<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>	<i>(LIST)</i>

*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.*

*\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.*

*\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).*

*\*\*\*\*Corporation, individual, or other person, as appropriate.*

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(e) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(f) FAR Clause 52.227-17, Rights in Data – Special Works, applies to the following categories of Contract deliverables: plans, documentation, software, and documents including flowcharts, technical drawings, websites, and NASA presentations.

(END OF CLAUSE)

**H.11 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

**H.12 ARC 52.230-90 CONTRACTOR PURCHASING (JAN 2012) (ALT I)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal

and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

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

(END OF CLAUSE)

#### **H.13 ARC 52.231-90 SEVERANCE PAY (OCT 2012)**

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee unless there is a collective bargaining agreement. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

#### **H.14 ARC CLAUSE DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (JUNE 2014)**

The Government may designate for certain requirements being performed under this contract that software (including documentation) developed to be released as "Open Source" (OS) software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd> ). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed OS software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing OS software, such software being covered by an external OS software license. Some OS licenses contain requirements important to consider during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS license may require that any further development/enhancement of the covered OS software be further transferred only under that particular OS software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA, Apache 2.0 or other external OS licenses.) Prior to any development of software under this contract, any decision to incorporate OS software into software development under this contract where such OS software is governed by an OS software license that is not compatible with the NOSA or other NASA-approved OS license shall be made deliberately in consultation with the Government, who will consider the impact of the incompatibilities on software release and future programmatic goals. The Contracting Officer Representative, Task Managers, or Contracting Officer will consult with the Patent Counsel



regarding questions related to OS license incompatibilities.

(END OF CLAUSE)

#### **H.15 INCORPORATION OF THE CONTRACTOR'S PROPOSAL**

The Contractor's Mission Suitability and Cost Proposals, including any revisions, submitted in response to the solicitation entitled "Aerospace Testing and Facilities Operations and Maintenance-4 (ATOM-4)" are hereby incorporated into this Contract by reference.

(END OF CLAUSE)

#### **H.16 LIMITATION OF FUNDS (TIME AND MATERIALS CONTRACT)**

(a) For purpose of payment of cost, in accordance with the Limitation of Funds clause, the total amount allotted to the Time and Materials portion of this contract is TBD. This allotment is for [insert applicable Time and Materials Task Order Number and Description] and covers the following estimated period of performance: TBD.

(END OF CLAUSE)

#### **H.17 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING**

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

(b) The nature of this potential conflict is:

The NASA-ARC Aerospace facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, in these facilities, tests are conducted for private aircraft and airframe designers/manufacturers, aerospace vehicle designers/manufacturers, as well as Government agencies. For Entry Systems & Technology Division projects, in contrast to the aircraft/airframe design/testing activities, contractor involvement relates to Thermal Protection Material and Thermal Protection System work, which constitutes the design and testing of heat shields for atmospheric reentry. The Contractor operating and maintaining these facilities will be responsible for all or major aspects of test operation from inception through post-test documentation for the aircraft models and thermal protection designs/materials tested in these facilities. To carry out all of the above-described design work and test activities, the Contractor will have access to proprietary data developed by other firms as well as Government Sensitive Data. If the contractor or a subcontractor were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers, etc. might cease to use NASA-ARC expertise and facilities. This would neuter the usefulness of these laboratories and facilities in their purpose as a national resource. Access by the contractor to Government Sensitive Data or third-party proprietary data creates a potential Organizational Conflict of Interest. Further, contract performance in other areas also may require access to Government Sensitive Data or third-party proprietary data, including inventions. Access to such Data, production of such Data by the Contractor, or participation in defining requirements for future competitions creates a potential Organizational Conflict of Interest. Finally, the performance of certain potential activities under this contract – including, but not limited to, proposal review, and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect

affiliation or competitive posture.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions upon future contracting shall apply:

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

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

(i) Design, develop, or produce aircraft, airframes, aircraft engines, advanced aerospace vehicles, or Thermal Protection Materials and Thermal Protection Systems such as heat shields for atmospheric reentry; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon Government Sensitive Data or third-party proprietary data obtained because of the Contractor's access to, and support of, the ATOM technical requirements.

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

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

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

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

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data or other information until one year after such Data or information is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data or information.

(e) Additionally:

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

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential

information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

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

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

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

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

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

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)6). This Plan will address Organizational Conflicts of Interest at the contract level, including, but not limited to, how the Contractor will address and provide a methodology to resolve fully all potential issues of impaired objectivity. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

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

(END OF CLAUSE)

## **H.18 NON-PERSONAL SERVICES**

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

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

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

(END OF CLAUSE)

#### **H.19 PATENT RIGHTS**

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract requirements and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

#### **H.20 SMALL BUSINESS SUBCONTRACTING GOALS**

For purposes of this clause, the terms, "HUBZone Small Business Concern", "Small Disadvantaged Business Concern", "Service-Disabled, Veteran-Owned Small Business Concern", "Veteran-Owned Small Business Concern", "Women-Owned Small Business Concern", and "Historically Black College or University/Minority Institution" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

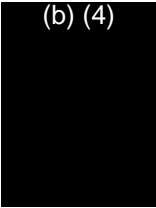
The total small business goal, expressed as a percent of total contract value including options, is 30 percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Business

(b) (4)

Small Disadvantaged Business Concerns  
Woman-Owned Small Business Concerns  
Historically Black College or University/Minority Institution  
HUBZone Small Business Concerns  
Veteran-Owned Small Business Concern  
Service-Disabled, Veteran-Owned Small Business Concern

(b) (4)

A large black rectangular redaction box covers the text in this block.

(END OF CLAUSE)

**H.21 RESERVED**

[END OF SECTION]

## SECTION I – CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

Clauses 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 a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.9 of this contract.

Note : \* Applicable only to SOW Section 3.3.3

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

CLAUSE NO.	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	OCT 2015	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	OCT 2015	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-10	AUG 2015	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	OCT 2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.210-1	APR 2011	MARKET RESEARCH
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGED
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-23	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT (insert “30th” in paragraph (a) (3))
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES; Insert “30 days” at end of paragraph
52.219-4	OCT 2014	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS <b>To Be Completed by Offeror:</b> " <input type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert: "\$0" in paragraph (a))
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	MAY 2014	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION
52.222-6*	MAY 2014	CONSTRUCTION WAGE RATE REQUIREMENTS
52.222-7*	MAY 2014	WITHHOLDING OF FUNDS
52.222-8*	MAY 2014	PAYROLLS AND BASIC RECORDS
52.222-9*	JUL 2005	APPRENTICES AND TRAINEES
52.222-10*	FEB 1988	COMPLIANT WITH COPELAND ACT REQUIREMENTS
52.222-11*	MAY 2014	SUBCONTRACTS (LABOR STANDARDS)
52.222-12*	MAY 2014	CONTRACT TERMINATION--DEBARMENT

52.222-13*	FEB 1988	COMPLIANT WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14*	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15*	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-27*	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	AUG 2013	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-2*	SEP 2013	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALT I) (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) and (ALT II) (MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-9*	MAY 2008	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-17*	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POKICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.225-1	FEB 2009	BUY AMERICAN ACT - SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4*	DEC 2007	PATENT INDEMNITY—CONSTRUCTION CONTRACTS
52.227-11	DEC 2007	PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM) (ALT V) (DEC 2007)



52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS; as amended by NFS 1852.227-17
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL). <b>To Be Completed by Offeror:</b> Page numbers: _____ _____ and Proposal Date: _____
52.228-1*	SEP 1996	BID GUARANTEE
52.228-2*	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5*	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.228-12*	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-13*	JUL 2000	ALTERNATIVE PAYMENT PROTECTIONS (Insert paragraphs (a) and (b), "To be completed for each Task Order, if applicable")
52.228-15*	OCT 2010	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
52.229-3*	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	MAY 2012	COST ACCOUNTING STANDARDS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-5*	SEPT 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-27*	JUL 2013	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION
52.232-34	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (Insert: "submission of completed ACH form with proposal" in paragraph (b)(1))
52.232-40	DEC 2013	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

52.236-1*	APR 1984	PERFORMANCE OF WORK BY THE CONTRACTOR (Insert, "thirty (30) percent)
52.236-2*	APR 1984	DIFFERING SITE CONDITIONS
52.236-3*	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6*	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8*	APR 1984	OTHER CONTRACTS
52.236-9*	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10*	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11*	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12*	APR 1984	CLEANING UP
52.236-13*	NOV 1991	ACCIDENT PREVENTION (ALT I) (NOV 1991)
52.236-14*	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15*	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17*	APR 1984	LAYOUT OF WORK
52.236-21*	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (ALT I) (APR 1984)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT (ALT II) (APR 1984)
52.243-4*	JUN 2007	CHANGES
52.243-5*	APR 1984	CHANGES AND CHANGED CONDITIONS
52.244-2	OCT 2010	SUBCONTRACTS (Insert: "TBD" in paragraphs (d) and (j))
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2013	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-21*	MAR 1994	WARRANTY OF CONSTRUCTION
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.248-3*	OCT 2010	VALUE ENGINEERING-- CONSTRUCTION

52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-10*	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION) (ALT I)(APR 1984)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.215-84	NOV 2011	OMBUDSMAN (Insert: "Deborah L. Feng; deb.feng@nasa.gov; 650-604-0256 in paragraph (b))
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-77	MAY 2009	NASA MENTOR-PROTÉGÉ PROGRAM
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE
1852.227-11	DEC 2007	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (MODIFIES FAR 52.227-11)
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE – LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (DEC 2005)
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

**I.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(END OF CLAUSE)

### **I.3 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 from date of contract award through two years from the effective date of the contract.

(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.4 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 \$50,000.00, 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 \$5 million;
- (2) Any order for a combination of items in excess of \$15 million; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(END OF CLAUSE)

#### **I.5 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 after one year from the end date of the contract.

(END OF CLAUSE)

#### **I.6 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE II (OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.



(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned

small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating-

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms..

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA..

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan..

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

- (1) The master plan has been approved;
- (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
- (2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas..

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the *ISR* resides—

(A) In the case of the prime Contractor, with the Contracting Officer;  
and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C). If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be

submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period..

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(END OF CLAUSE)

**I.7 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute 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>NASA/OPM Job Title</u>	<u>Grade</u>	<u>GS Step 1 or WG Step 2 Rate</u>
Information Technology Specialist	GS-9	\$27.18
Computer Operator	GS-6	\$20.00
Engineering Technician (Drafting)	GS-5	\$17.94
Engineering Technician	GS-3	\$14.28
Engineering Technician	GS-4	\$16.04
Engineering Technician	GS-5	\$17.94
Engineering Technician	GS-6/7	\$20.00-\$22.22
Engineering Technician	GS-8	\$24.61

Engineering Technician	GS-9	\$27.18
Supply Technician	GS-5	\$17.94
Engineering Technician Lead (Mechanical)	GS-10	\$29.94
Engineering Technician (Mechanical)	GS-9	\$27.18
Electrician Lead	WL-11	\$34.91
Electrician	WG-11	\$31.74
Instrument Mechanic	WG-10	\$30.19
Instrument Mechanic Lead	WL-10	\$33.21
General Equipment Mechanic	WG-10	\$30.19
General Equipment Mechanic Lead	WL-10	\$33.21

Costs to the government for employee fringe benefits are estimated at an average of 27.84% of salary for all permanent employees as follows:

<b><u>FERS Fringe Benefit</u></b>	<b><u>Percent of Salary</u></b>
Thrift Savings Plan (TSP)	3.71%
Social Security (FICA)	6.43%
Medicare	11.9%
Employee Life Insurance (FEGLI)	0.14%
Employee Health Insurance (FEHB)	5.66%
<b>Total FERS Benefit %</b>	<b>27.84%</b>

There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.88%.

The paid holidays provided by law to Federal employees are:

1. New Year's Day	6. Labor Day
2. Martin Luther King Day.	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day

The amount of vacation or paid leave provided by law that would be given to Federal employees is as follows:

- Two hours of annual leave each week for an employee with less than three years of service.
- Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- Four hours of annual leave each week for an employee with fifteen or more years of service.

(END OF CLAUSE)

**I.8 FAR 52.227-14 RIGHTS IN DATA GENERAL (May 2014) (ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14)**

(a) *Definitions.* As used in this clause—“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract



administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the

right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
- (iv) Emergency repair or overhaul work.
- (v) 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.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4) (i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- (6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(END OF CLAUSE)

**I.9 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 these addresses:

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

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

(END OF CLAUSE)

**I.10 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 CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

**I.11 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 DD Form 254, Contract Security Classification Specification, Attachment J.1 (a) 10.

(END OF CLAUSE)

**I.12 RESERVED**

**I.13 RESERVED**

**I.14 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from

contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

**I.15 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five (5) years.

(END OF CLAUSE)

[END OF SECTION

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

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

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

Attachment	Title	Date	No. of Pages
1	a. Department of Labor Wage Determination No. CBA 2008-2453, Revision 1	07/12/12	47
	b. Department of Labor Wage Determination No. 05-2062, Revision 14	06/19/13	13
2	Contract Data Requirements List	02/24/14	14
3	Contractor's IT Security Plan*	TBD	TBD
4	Government Supplied Equipment List	03/04/14	56
5	Cost Template Workbook Exhibits 2 – 18c	09/22/14	EXCEL WORKBOOKS
6	Contractor's Organizational Conflicts of Interest Avoidance Plan*	09/22/14	31
7	Contractor's Safety and Health Plan*	09/22/14	25
8	Contractor's Small Business Subcontracting Plan (if applicable)*	09/22/14	18
9	Contractor's Small Business Subcontracting Plan Goals (if applicable)*	09/22/14	18
10	DOD Contract Security Classification Specification (DD254)*	TBD	2
11	Facility Descriptions	02/26/14	4
12	Statement of Work	06/09/14	20
13	Davis Bacon Act	02/26/14	56
14	Government Property Management Information*	09/22/14	10

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