

SOLICITATION, OFFER AND AWARD			RATING D0-C9	PAGE 1 OF
2. CONTRACT NO. NNM07AB03C	3. SOLICITATION NO. NNM07181505R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09/01/07	6. REQUISITION/PURCHASE NO. 42000181505
7. ISSUED BY National Aeronautics & Space Administration George C. Marshall Space Flight Center Procurement Office Marshall Space Flight Center, AL 35812		CODE TBD	8. ADDRESS OFFER TO (If other than Item 7) NASA/Marshall Space Flight Center Attn: PS40/Earl Pendley Marshall Space Flight Center, AL 35812 Deliver to: Building 4203 Room B100 (256) 961-2055 or (256) 544-2949	

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

SOLICITATION

9. Sealed offers 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 **Building 4203 Basement, Elevator Lobby Area** until 4:00 pm local time, on (See Provision L.16 DUE DATE FOR RECEIPT OF PROPOSALS). 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 G. Earl Pendley	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE NUMBER EXT. (256) 544-2949 N/A	C. EMAIL ADDRESS george.e.pendley@nasa.gov
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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	01	03/26/2007	03	08/3/2007
	02	04/04/2007		

15. NAME AND ADDRESS OF OFFEROR The Boeing Company 499 Boeing Blvd P.O. Box 240002 Huntsville, AL 35824-6402	CODE	FACILITY DUNS: : 12-636-8257	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Harold E. Hamilton Sr. Mgr, Contracts & Pricing Exploration Launch System APPROVED: [Signature] PROCUREMENT OFFICER
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15B. TELEPHONE NO. (Include area code) 256 961-1960	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>[Signature]</i>	18. OFFER DATE August 13, 2007
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED ALL	20. AMOUNT \$334,872,430*	21. ACCOUNTING AND APPROPRIATION 136905 08 05 97 08 62 JP30 62 ESAX22007D
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM G.2
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE See Clause G.2
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26. NAME OF CONTRACTING OFFICER (Type or print) Emil L. Posey	27. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	28. AWARD DATE 08/28/07
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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[END OF SECTION]

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE / COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

B.2 DESCRIPTION OF WORK

The Contractor shall, in a manner consistent with and subject to the terms and conditions of all sections of the contract, provide producibility engineering to the NASA Design Team, provide developmental hardware and test articles, and manufacture and assemble Ares I Upper Stages.

The contract is divided via contract line item numbers (CLINs) to separate the contractor provided design, development, test and evaluation (DDT&E) effort, and producibility engineering support to the NASA Design Team, from the Production effort and also includes a quantity option (see Clause B.4, Option for Increased Quantity – Separately Price Line Item) to provide the Government flexibility on the number of production flight units to be produced. The Contractor is not authorized to begin work for CLINs 3 and 5, to include ordering of long lead items, without written authorization from the Contracting Officer (CO). The CLINs are listed in Attachment J-5, Estimated Cost and Fees.

(End of Clause)

B.3 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85) (SEP 1993)
(CLIN 1)

The estimated cost of this contract 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 \$ 334,872,430.

(End of Clause)

NOTE: See Attachment J-5, Estimated Cost and Fees, for specific contract line item values.

The values of CLINs 2-5 will be added to page A-1 (item 15.C) and clause B.3 when the contractor is authorized to proceed with each CLIN.

B.4 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE
ITEM (CLIN 5) (FAR 52.217-7) (MAR 1989)

The Government may require the Contractor to deliver additional integrated Ares I Upper Stages per Attachment J-1, Statement of Work (SOW). The Contracting Officer may exercise this option by issuance of unilateral contract modifications no later than 36 months prior to each additional unit's scheduled flight date. The Government may issue modifications for up to four additional option units under this clause in any contract year. Delivery of the items shall be at a price that will be established in accordance with Clause B.5, Cost and Price Refresh, and shall be within the established not-to-exceed (NTE) cost and fee as identified in Attachment J-5, Estimated Cost and Fees.

(End of Clause)

B.5 COST AND PRICE REFRESH

The Government will submit a Letter Request for Proposal with instructions for the submission of a "Cost to Complete Price Proposal" price refresh within 90 days after a successful Ares I Upper Stage Critical Design Review (CDR). The Contractor shall submit their cost estimate, to include the preparation of the "Cost to Complete Price Proposal" price refresh, within 60 days after receipt of the Government's Letter Request for Proposal. The Contractor shall propose costs to complete based on the latest Government design resulting from the successful CDR and Constellation manifest in accordance with the terms and conditions that will be included in the Government's Letter Request for Proposal. The proposed amount shall be within the proposed not-to-exceed estimated cost and award fee dollar amounts, and fee arrangement, currently on contract for CLINs 3 and 5. The Contractor shall include in their proposal traceability from the NTE amounts in Attachment J-5, Estimated Cost and Fees, to the price refresh proposed amounts. The Government may direct the proposed cost to be with objective incentive fees or an alternate incentive arrangement.

(End of Clause)

B.6 INDEFINITE DELIVERY / INDEFINITE QUANTITY (IDIQ)

(a) The IDIQ portion of this contract is only applicable to the work described in Attachment J-1, Statement of Work, as Indefinite Delivery Indefinite Quantity (IDIQ). This work will be authorized via task orders (TO) issued by the CO in accordance with Clause H.3, Task Ordering Procedure.

(b) This clause establishes the minimum and maximum quantity values including cost and fees for each IDIQ CLIN of the contract as set forth in Attachment J-5, Estimated Cost and Fees, and in accordance with the labor and fee rates established in Attachment J-16, IDIQ Matrix, for CLINS 2 and 4. Each TO will be issued in accordance with the TO flow as established in Attachment J-4, IDIQ Task Order Process Flow Chart.

IDIQ MINIMUM AND MAXIMUM VALUES

IDIQ CLIN	MINIMUM QUANTITY	MAXIMUM QUANTITY
CLIN 2 DDT&E Phase	\$100,000	\$75,000,000
CLIN 4 Production Phase	\$100,000	\$200,000,000

TABLE B-1

(c) Government Task Orders for services specified above the minimum and below the maximum shall not constitute a basis for equitable adjustments to the firm CLINs.

(d) The establishment of this IDIQ portion of the contract does not limit the Government's right to award separate contracts for similar or related services.

(e) The actual estimated cost and fee values of the individual CLINs will be the summation of the individual task orders values issued pursuant to this Clause and Clause H.3, Task Ordering Procedure. A reconciling unilateral modification to the contract will be periodically issued that reflects the current task order summation value in Clause B.3, Estimated Cost and Award Fee, and Attachment J-5, Estimated Cost and Fees.

(End of Clause)

B.7 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ 4,750,000. This allotment is for CLIN 1 and covers the following estimated period of performance: September 1, 2007 through December 31, 2007.

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

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	-0-	4,750,000	4,750,000
Provisional Award Fee	-0-	250,000	250,000
Award Fee Earned	-0-	-0-	-0-
CLIN 2 Allotted Funds	-0-	-0-	-0-
Total Sum Allotted	-0-	-0-	-0-

*To be completed by the Government prior to contract award

(End of Clause)

B.8 RATE TABLE FOR PRICING IDIQ TASK ORDERS (CLINs 2 and 4)

The purpose of this clause is to set forth the direct, indirect, and fee rates to be utilized in the subsequent negotiation and cost establishment of IDIQ TOs in accordance with Task Ordering Procedure. The Contractor will utilize the direct, indirect and fee rates established herein to determine the estimated costs for each IDIQ Task Order in accordance with the Rate Tables established in Attachment J-16, IDIQ Matrix, and per the ordering procedures in Clause H.3, Task Ordering Procedure.

(End of Clause)

[END OF SECTION]

SECTION C

DESCRIPTION / SPECIFICATION / WORK STATEMENT

C.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference

(End of Clause)

**C.2 DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK (MSFC
52.211-93) (FEB 2001)**

In a manner consistent with NASA's core value of Safety, the Contractor shall perform to the technical requirements as described in Attachment J-1, Statement of Work.

(End of Clause)

[END OF SECTION]

SECTION D

PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.211-70	Packaging, Handling, and Transportation	SEP 2005

(End of Clause)

[END OF SECTION]

SECTION E

INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.246-3	Inspection of Supplies – Cost-Reimbursement	MAY 2001
52.246-8	Inspection of Research and Development - Cost-Reimbursement	MAY 2001

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None		

(End of Clause)

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

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

SAE AS9100, Quality Systems-Aerospace, model for Quality Assurance in Design, Development, Production, Installation and Servicing.

(End of Clause)

**E.3 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS
(NFS 1852.246-71) (OCT 1988)**

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

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
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See Clause E.4, Final Acceptance

E.4 FINAL ACCEPTANCE

(a) Documentation that is deliverable to the Government as defined in Attachment J-2, Data Procurement Document (DPD), shall be delivered to freight on board destination. Acceptance of documentation shall be by the Contracting Officer's Technical Representative (COTR), as specified in the DPD.

(b) The Upper Stage Instrument Unit (IU) Ring, without avionics, after manufacture by the Upper Stage Production Contractor (USPC), will be transferred to the Upper Stage Instrument Unit Production Contractor (IUPC), via DD1149, Requisition and Invoice / Shipping Document, for installation and check out of the avionics and supporting hardware.

(c) The Upper Stage IU with avionics boxes, cables, and supporting systems installed by the IUPC, will be transferred back, via DD1149, to the Upper Stage Production Contractor for final installation into the Upper Stage Element prior to shipment to the launch site.

(d) Final inspection and acceptance of the Upper Stage Element(s) will be via DD250, Material Inspection and Receiving Report, in accordance with Clause E.6, Material Inspection and Receiving Report, upon the successful completion of final integration, assembly, checkout and preparation for loading onto the barge for transportation to the launch site.

(e) Final inspection and acceptance of the Upper Stage Element Ground Vibration Test Article via DD250, in accordance with Clause E.6, Material Inspection and Receiving Report, shall be upon successful completion of final integration, assembly, checkout and preparation for loading onto the barge for transportation to the test site.

(End of Clause)

E.5 HUMAN SPACE FLIGHT ITEM (NFS 1852.246-73) (MAR 1997)

The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT: MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL

TO ASTRONAUT SAFETY. IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of Clause)

E.6 MATERIAL INSPECTION AND RECEIVING REPORT (NFS1852.246-72) (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 3 copies, an original and 2 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

[END OF SECTION]

SECTION F

DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order (Alternate I)	APR 1984

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from contract award through December 31, 2016.

(End of Clause)

F.3 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at Marshall Space Flight Center (MSFC), Michoud Assembly Facility (MAF), Kennedy Space Center (KSC), Glenn Research Center (GRC) and Stennis Space Center (SSC) and at such other locations as may be approved in writing by the CO.

(End of Clause)

F.4 DELIVERY AND / OR COMPLETION SCHEDULE

The Contractor shall deliver items in accordance with Attachment J-2, Data Procurement Document, and Attachment J-8, Ares I / Upper Stage Milestones.

(End of Clause)

F.5 SECTION 10721 RATES (MSFC 52.247-90) (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of Clause)

[END OF SECTION]

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
--------------------------	--------------	-------------

None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.227-11	Patent Rights--Retention by the Contractor (Short Form) (Applicable to small businesses or non-profit organizations)	JUN 1997
1852.227-70	New Technology	MAY 2002
1852.227-86	Commercial Computer Software--Licensing	DEC 1987
1852.242-71	Travel Outside of the United States	DEC 1988
1852.242-73	NASA Contractor Financial Management Reporting	NOV 2004
1852.245-70	Contractor Requests for Government- Owned Equipment	JUL 1997

(End of Clause)

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

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

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

NASA / George C. Marshall Space Flight Center
RS20 / Accounting Operations Office
Marshall Space Flight Center, AL 35812

Or other designated billing offices as specified in writing by the CO (e.g. NASA Shared Services Center).

(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 CO.

(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 through the Contractor's cognizant DCAA office to the NASA paying office identified in paragraph (b)(1).

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract Administration Office; and
- (v) Copy 5 Project Management Office.

(3) The CO may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the offices specified in paragraph (b) (1). 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.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

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

New Technology Representative

*NASA
George C. Marshall Space Flight Center
Attn: CD30 / New Technology Representative
Marshall Space Flight Center, AL 35812*

Patent Representative

*NASA
George C. Marshall Space Flight Center
Attn: LS01 / Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812*

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

authorized or directed by the CO. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

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

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

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

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

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

advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

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

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

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

(End of Clause)

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (NOV 2004)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

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

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

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

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

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

(End of Clause)

G.6 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address TBD, unless the Contractor uses the 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, Contractor 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 CO may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the CO has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of Clause)

G.7 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY ON A NO-CHARGE BASIS (NFS 1852.245-80) (MARCH 1989)

In performing this contract, the Contractor is authorized to use on a no-charge, noninterference basis the Government-owned production and research property provided to the Contractor under the contract(s) specified below and identified in the cognizant CO's letter approving use of the property. Use is authorized on the basis that it will not interfere with performance of the Government contract(s) under which the property was originally furnished. Use shall be in accordance with the terms and conditions of these contracts and the cognizant CO's approval letter.

Contract No(s): Contract NAS8-00016 – External Tank Production

(End of Clause)

G.8 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property in Attachment J-11, Government-Furnished Property, and Attachment J-12, Government-Furnished Equipment, of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at MSFC, MAF, and at other location(s) as may be approved by the CO. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

<u>Item</u>	<u>Quantity</u>	<u>Acquisition Cost</u>	<u>Date to be Furnished to the Contractor</u>
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See Attachment J-11, Government-Furnished Property
See Attachment J-12, Government-Furnished Equipment

(End of Clause)

G.9 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

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

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for Contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment J-11, Government Furnished Property, and in Attachment J-12, Government Furnished Equipment. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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

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

(c) Publications and blank forms stocked by the installation.

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

(e) Installation service facilities: MAF and MSFC per Attachment J-3, Installation-Provided Property and Services.

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

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

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

(i) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the CO.

(j) The user responsibilities of the Contractor are defined in paragraph (a) of the Clause 1852.245-71, Installation-Accountable Government Property.

(End of Clause)

G.10 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (JUL 2006)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, "MSFC Contractor Badge/Decal Application." Requests for badging shall be submitted to the appointed Contracting Officer Technical Representative or the Contracting Officer for completion and approval prior to processing by the MSFC Protective Services Office.

(b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," when the access is no longer needed.

(c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

G.11 AWARD FEE FOR END ITEM CONTRACTS (NFS 1852.216-77) (JUN 2000) (Applies to CLINs 3-5 Only)

(a) The Contractor can earn award fee, or base fee, if any, 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. All award fee evaluations for CLINs 3-5, with the exception of the last evaluation, will be interim evaluations. At the last evaluation, which is final, the Contractor's performance for the entire contract (CLINs 3-5) will be evaluated to determine total earned award fee. No award fee or base fee will be paid to the Contractor if the final award fee evaluation is "poor / unsatisfactory."

(b) Beginning 6 months after the effective date of this contract (CLINs 3-5), the Government will evaluate the Contractor's interim performance every 6 months to monitor Contractor performance prior to contract completion and to

provide feedback to the Contractor. The evaluation will be performed in accordance with the Government's award fee plan. The Contractor may submit a self-evaluation of performance for each period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government will advise the Contractor in writing of the evaluation results. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) (1) Base fee, if applicable, will be paid in monthly installments based on the percent of completion of the work as determined by the CO.

(2) Interim award fee payments will be made to the Contractor based on each interim evaluation. The amount of the interim award fee payment is limited to the lesser of the interim evaluation score or 80 percent of the fee allocated to that period less any provisional payments made during the period. All interim award fee payments will be superseded by the final award fee determination.

(3) Provisional award fee payments will be made under this contract pending each interim evaluation. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The amount of award fee which will be provisionally paid in each evaluation period is limited to 50 percent of the prior interim evaluation score. Provisional award fee payments made each evaluation period will be superseded by the interim award fee evaluation for that period. If provisional payments made exceed the interim 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 CO. If the Government determines that (i) the total amount of provisional fee payments will apparently substantially exceed the anticipated final evaluation score, or (ii) the prior interim evaluation is "poor / unsatisfactory," the CO will direct the suspension or reduction of the future payments and/or request a prompt refund of excess payments as appropriate. Written notification of the determination will be provided to the Contractor with a copy to the Deputy Chief Financial Officer (Finance).

(4) All interim (and provisional, if applicable) fee payments will be superseded by the fee determination made in the final award fee evaluation. The Government will then pay the Contractor, or the Contractor will refund to the Government the difference between the final award fee determinations and the cumulative interim (and provisional, if applicable) fee payments. If the final award fee evaluation is "poor/unsatisfactory", any base fee paid will be refunded to the Government.

(5) Payment of base fee, if applicable, will be made based on submission of an invoice by the Contractor. Payment of award fee will be made by the Marshall Space Flight Center (MSFC) Accounting and Operations Office based on the determination of the Fee Determination Official.

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

(End of Clause)

NOTE: For purposes of the "final award fee evaluation," the entire fee pool for the end item award fee CLINs 3-5 will be allocated to the production phase of the contract for the duration of the period of performance for CLINs 3-5. Notwithstanding this clause, award fee, if any, for the production phase of the program (CLINs 3-5) will be negotiated post CDR in accordance with Clause B.5, Cost and Price Refresh.

G.12 AWARD FEE AVAILABILITY SCHEDULE (CLINs 1 and 2)

The award fee available for each evaluation period is as follows:

Period or Milestone	Evaluation Period Schedule	Available Fee	Earned Fee
1.	9/1/07-2/29/08	\$1,382,521	\$
2.	3/1/08-8/31/08	\$1,620,508	\$
3.	9/1/08-2/28/09	\$2,431,343	\$
4.	3/1/09-8/31/09	\$3,381,036	\$
5.	9/1/09-2/28/10	\$2,932,179	\$
6.	3/1/10-8/31/10	\$3,564,200	\$
7.	9/1/10-2/28/11	\$3,510,295	\$
8.	3/1/11-8/31/11	\$3,727,794	\$
9.	9/1/11-2/29/12	\$3,022,191	\$
10.	3/1/12-8/31/12	\$2,901,430	\$
11.	9/1/12-2/28/13	\$1,685,642	\$
12.	3/1/13-8/31/13	\$ 939,958	\$
13.	9/1/13-2/28/14	\$ 686,476	\$

*To be completed by the Contractor and submitted with proposal. Offerors are cautioned that the fee distribution shall be consistent with the level of effort for each period. Award fee, if any, for the production phase of the program (CLINs 3-5) will be negotiated post CDR in accordance with Clause B.5, Cost and Price Refresh and the availability schedule updated accordingly.

(End of Clause)

G.13 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)

(JUN 2000) (Applies to CLINs 1 and 2)

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

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office/RS20 will make payment based on the issuance of unilateral modification by contracting officer.

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

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in Clause G.12. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

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

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

Government, as directed by the Contracting Officer.

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

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

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

(End of Clause)

[END OF SECTION]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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None included by reference.

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	JUL 2003
1852.228-76	Cross-Waiver of Liability for Space Station Activities	DEC 1994
1852.235-73	Final Scientific and Technical Reports	JAN 2005
1852.244-70	Geographic Participation in the Aerospace Program	APR 1985
1852.246-70	Mission Critical Space System Personnel Reliability Program	MAR 1997

(End of Clause)

H.2 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DEC 1988)

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

(b) The nature of this conflict is to be determined.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to 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 CO 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) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

NOTE: There is not a conflict with the Upper Stage Instrument Unit Avionics procurement.

**H.3 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996)
(CLINs 2 and 4) (Also See Attachment J-4)**

(a) Only the CO 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 CO.

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

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

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

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

(c) Within 10 calendar days after receipt of the CO's request, the Contractor shall submit a task plan conforming to the request. The Contractor shall utilize the labor and fee rates established in Attachment J-16, IDIQ Matrix, to develop the price proposal portion of the task plan.

(d) After review and any necessary discussions, the CO 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 CO within 3 calendar days after receipt of the task order.

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

(g) The CO 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.

(i) All task orders, including both existing task orders and new task orders, issued pursuant to this contract are subject to the terms and conditions of this contract including any revisions, from the effective date of the revisions to the contract through the period of performance of the task order (s), unless otherwise specified in the task order(s).

(End of Clause)

H.4 SPECIAL STUDIES (CLINs 2 and 4)

(a) The Contractor shall provide special studies as set forth in the SOW paragraph 4.6. Work performed under this Clause shall specifically be defined by means of a task order executed by the CO in accordance with Clause H.4, Special Studies.

(b) Material, subcontract, travel, and any other non-labor cost are to be separately proposed and negotiated for each task order authorizing a special study.

(c) Costs incurred under SOW paragraph 4.6 shall be accrued and reported separately on the Financial Management Report(s).

(End of Clause)

H.5 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS (IDIQ CLINS 2 and 4)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the CO in writing when the Contractor has reason to believe that the total cost for performance of any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in the task order. The Contractor will continue to perform as required until such time written direction is received from the CO. Notification shall not be delayed pending preparation of a revised estimate.

(c) A revised estimate is required to support a request for an increase in the estimated cost of the contract line item or task order. The revised estimate should be submitted as soon as possible after the above notification but no later than 30 calendar days before the *incurred costs are expected to exceed the estimated cost*. This will allow adequate time for the Government to evaluate the revised estimate and to mutually establish any increase or decrease in estimated cost with the Contractor.

(d) (1) The revised estimate shall be submitted in the following format unless some other format is directed or approved by the CO:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase or decrease in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the CO requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of Clause)

H.6 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the CO may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the CO or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is

not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service Contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the CO a report, in such form as the CO may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The CO may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the CO becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the CO shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the CO may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the CO. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the CO shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

- (1) Written hazardous operating procedures for all hazardous operations;
and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of Clause)

H.7 SAFETY PERFORMANCE EVALUATION

(a) Contractor Responsibility. The Contractor is responsible for maintaining an effective safety program during the course of the contract with a goal to achieve a world-class program within the term of the contract. The Contractor will ensure that the requirements of the MSFC approved Contractor’s Safety and Health Plan and applicable Data Requirement Documents (DRD 1145SA-004) are met. Contractor safety performance evaluation will be based on the MSFC safety program elements. The Contractor shall conduct a quarterly self-evaluation based on these criteria. The CO/COTR, in coordination with the MSFC Safety Office, will validate the Contractor’s self-evaluation. Every quarter, the agreed score will be used to assess performance appropriately—positive or negative. For the purpose of assessing the quarterly score, the Contractor and the CO/COTR, in coordination with the MSFC Safety Office, will reach a mutually agreeable determination based on the metrics reflected in the Attachment J-13, Safety Health Management Implementation Guide and Assessment Matrix. In cases where the Contractor and CO/COTR cannot reach agreement, the MSFC Ombudsman will hear arguments from both sides and make a final decision. This process shall not preclude the CO from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

(b) Evaluation Criteria. Contractor self-evaluation and Government validation will be based on the applicable elements and sub-elements of the MSFC safety program shown below. Specific criteria are shown on Attachment J-13, Safety Health Management Implementation Guide and Assessment Matrix. Deviations from the matrix criteria may be made, for cause, and must be approved by the COTR, CO and Government Safety Representative. It should be noted that Element 1 has a management and an employee component. These are simply averaged to obtain the score for Element 1. The result should be carried to the second decimal point.

Management Commitment and Employee Involvement (ELEMENT 1)	Hazard Prevention and Control (ELEMENT 3)
Documented Safety Policy and Goals	Hazard Identification Process
Safety Committees	Facility and Equipment Maintenance
Safety Meetings	Emergency Program and Drills
Subcontractor Safety	Emergency Medical Care Program
Resources	Personal Protective Equipment
Access to Professional Safety Staff	Health Program
Accountability (Disciplinary Program)	
Annual Evaluation	

System and Worksite Hazard Analysis (ELEMENT 2)	Safety and Health Training (ELEMENT 4)
Complete and Update Baseline Surveys	Employee

Performance Analysis of New Work	Supervisor
Job Hazard Analysis/Process Review	Manager
Self-Inspection	
Employee Hazard Reporting	
Mishap / Close Call Investigation	
Injury / Illness Rates	

(c) Performance Recognition. Contractor performance will be recognized as follows:

Level I – Annual rating score of ≥ 36 based on the average of the quarterly assessment scores, and a Lost-Time Incident Rate (LTIR) $\leq 50\%$ of the LTIR for the applicable Standard Industrial Classification (SIC) rate. *Formal award with public recognition*
Appropriate past performance referral provided.

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level I, the Contractor shall have no lost time injuries during the past year.

Level II – Annual rating score of ≥ 28 based on the average quarterly assessment score, and a LTIR $<$ the applicable SIC rate and the scores remain the same, or reflect improved performance, from the previous period. If scores reflect a decrease in performance, no letter of commendation will be issued. *Formal Letter of Commendation*
Will impact contract evaluation and past performance referrals.

Exception: Contractors with less than 100 employees located onsite MSFC. To be rated in Level II, the Contractor shall have no more than one lost time injury during the past year.

Level III – Quarterly rating score of ≤ 16 or a LTIR \geq than the SIC rate. *Formal letter expressing concern. Corrective Action Plan Requested. Data Placed in Past Performance Database. Failure to improve could result in contract options not being exercised.*

Exception: Contractors with less than 100 employees located onsite MSFC. A Level III rating will be given to a Contractor having greater than two lost time injuries during the past year.

If Contractor's Safety Performance evaluation *No recognition.*
does not fall within the above categories.

NOTE: The most current Department of Labor SIC rate, effective at the beginning of the annual evaluation period, will be utilized for LTIR evaluation. Lost Time Incidents shall be recorded in accordance with NASA requirements specified in MWI 8621.1, "Close Call and Mishap Reporting and Investigation Program." Final decisions on any disputed lost time injury determinations will be handled by established Government regulatory procedures.

(d) Contractor Accountability for Mishaps. The Contractor shall not be held accountable for injuries to their personnel or damage to the property they control that is caused by individuals or situations clearly outside the control of their contract.

(e) Evaluation Process. The evaluation process will be based on the major elements and their sub-elements cited in paragraph b above. The evaluation process will include these steps:

Contractor to conduct quarterly self-assessments and assign numerical score to each element.

Contractor self-assessment will address compliance with their approved Safety and Health Plan.

Contractor to have self-assessment validated by CO / COTR and S&MA Office.

During performance evaluation, the CO will consider incentives/recognition or consequences based on the average quarterly scores. The CO will make a determination on a quarterly basis for items requested in paragraph (f) that are not reported. (Also, see paragraph (g) below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment J-13, Safety Health Management Implementation Guide and Assessment Matrix, following this clause.

(f) Safety Metric Reporting. The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPR 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

(g) Failure to Report. If the Contractor fails to report the items in paragraph (f) above, this failure will be reported during the performance evaluation process.

(End of Clause)

H.8 SECURITY / BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS (Applies to MSFC and MAF)

(a) An employee of a domestic MSFC Contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the MSFC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign MSFC Contractor/subcontractor may not be admitted to the MSFC site without special arrangements. For employees as described above, advance notice must be given to the MSFC Protective Services Office at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.

(b) All visit / badge requests for persons described in paragraph (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its Contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the Contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien Contractor/subcontractor employee shall be granted access into MSFC until a completed request has been approved and processed through the NFMMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).

(c) The Contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the CO has reason to believe that any employee of the Contractor may not be legally authorized to work in the United States and/or on the contract, the Contractor may be required to furnish copies of federal Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

(d) The Contractor agrees to provide the information requested by the MSFC Protective Services Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/representative may be allowed access to MSFC or other NASA Centers for

performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by MSFC or any other Center to be visited.

(End of Clause)

H.9 SPECIAL PROVISION FOR CONTRACT CHANGES

The parties agree that, notwithstanding the provisions of the "Changes" clause and the "Government Property" clause, no change made pursuant to the "Changes" clause shall give rise to an equitable adjustment in the estimated cost or fee or any other contract provision when said change causes an increase or decrease of \$500,000 or less in the estimated cost of this contract. Each change shall be controlling in making this determination, and such change shall not, for purposes of determining the applicability of this clause, be added to any other change(s). The parties recognize that several changes may be grouped together in a bilateral modification for definitization; however, the dollar value of each individual change will be controlling in determining whether or not an equitable adjustment is in order.

(End of Clause)

H.10 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including Contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be

related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the CO. If directed by the CO, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of Clause)

H.11 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)
(ALTERNATE I) (FEBRUARY 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC or MAF where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(e) The Contractor may request, in writing, that the CO authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The CO or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.12 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the CO 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 CO's written consent; provided that the CO may ratify in writing the proposed change, and that ratification shall constitute the CO'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 Personnel – 100% Dedicated	Key Facilities
(b)(4)	Michoud Assembly Facility (MAF)
	Marshall Space Flight Center (MSFC)

(End of Clause)

H.13 ASBESTOS MATERIAL (MSFC 52.223-90) (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663, and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

**H.14 HAZARDOUS MATERIAL REPORTING (MSFC 52.223-91)
(AUG 2005)**

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to MSFC, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Hazardous Material Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the order.

(End of Clause)

H.15 INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.403-1 and NASA FAR Supplement 1850.403. Reference to these FAR and NASA FAR Supplement sections are not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

(b) The Government will consider a request for indemnification for unusually hazardous risks in accordance with the foregoing paragraph. However, the Contractor shall continue performance of the contract during the Government's evaluation of the request for indemnification. The Government's denial of the request for indemnification will not relieve the contractor from performance of (this) contract.

(End of Clause)

H.16 SPACE FLIGHT MOTIVATION AWARENESS PROGRAM

The Contractor shall establish a program for Space Flight Awareness (SFA). The Program's goals and objectives are to:

- Ensure every employee involved in human space flight is aware of the importance of their role in promoting safety, quality and mission success.
- Participation in NASA-Industry Space Flight Awareness Program.
- Increase awareness of the Human Space Flight Program accomplishments, milestones and objectives with a focus on safety and mission success.
- Conduct events and products that motivate and recognize the workforce, and enhance employee morale.
- Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

(End of Clause)

H.17 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this provision:

i) The term "Russian entities" includes the following:

- (1) The Russian Federal Space Agency (Roscosmos),
- (2) Any organization or entity under the jurisdiction

or control of Roscosmos, or

(3) Any other organization, entity, or element of the Government of the Russian Federation.

ii) The term "Organization or entity under the jurisdiction or control of Roscosmos" means an organization or entity that:

(1) Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;

(2) Was transferred to the Russian Federal Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;

(3) Was or is transferred to the Russian Aviation and Space Agency or Russian Federal Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or

(4) Is a joint stock company in which the Russian Aviation and Space Agency or Russian Federal Space Agency has at any time held controlling interest.

iii) The term "extraordinary payments" means payments in cash or in kind made or to be made by the United States Government prior to January 1, 2012, for work to be performed or services to be rendered prior to that date necessary to meet United States obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This clause implements the Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005) to allow extraordinary payments prior to January 1, 2012 to Russian entities in connection with the International Space Station. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

(c) (i) The Contractor shall not subcontract with Russian entities without first receiving written approval from the CO. In order to obtain this written approval to

subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the CO with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraphs (a):

(1) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.

(2) The Contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated nationals and entities of concern lists found at:

<http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html>

Denied Parties, Specially Designated Nationals and Entities of Concern

BIS's Listing of Entities of Concern

BIS's List of Denied Parties

OFAC's List of Specially Designated Nationals (Adobe PDF format)

List of Unverified Persons in Foreign Countries

(ii) Unless relief is granted by the CO, the information necessary to obtain approval to subcontract shall be provided to the CO 30 business days prior to executing any planned subcontract with entities defined in paragraph (a).

(d) After receiving approval to subcontract, the Contractor shall provide the CO with a report every 6 months which documents the individual extraordinary payments made to an entity in paragraph a. The reports are due on July 15th and January 15th. The July 15th report should document all of the individual extraordinary payments made from the previous January through June. The January 15th report should document all of the individual extraordinary payments made from the previous July through December. The content of the report shall provide the following information for each time an extraordinary payment is made to an entity in paragraph a:

- (i) The name of the entity
- (ii) The subcontract number
- (iii) The amount of the payment
- (iv) The date of the payment

(e) The CO may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The CO may direct the Contractor to terminate for the convenience of the government any subcontract at any tier with an entity described in paragraphs (a), subject to an equitable adjustment.

(f) Notwithstanding FAR 52.216-7, "Allowable Cost and Payments," on or after January 1, 2012 the Contractor shall be responsible to make payments to entities

defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2011.

(g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written approval from the CO to enter into any tier subcontract that involves entities defined in paragraph (a).

(End of Clause)

H.18 ASSOCIATE CONTRACTOR AGREEMENTS

(a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the ELO Project Office, the means for coordination and exchange of information with Associate Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The Associate Contractors contemplated by this clause have not been established at the time of contract award, but will be added by contract modification to this paragraph as required. The Associate Contractors will supply other elements of the Constellation program, such as Orion, Ares I Vehicle, Earth Departure Stage, Ground Operations, Cargo Launch Vehicle, or Lunar Surface Access Module.

(b) The Contractor shall document agreements with other Associate Contractors described in (a) above via Associate Contractor agreements. The Government will not be a party in such Associate Contractor agreements. A copy of each such agreement shall be provided to the CO. All costs associated with such agreements are included in the negotiated cost of this contract.

(c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an Associate Contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(End of Clause)

H.19 COMPLIANCE WITH APPLICABLE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) POLICIES

The Contractor shall aid the NASA Ares I Upper Stage Project Office in the preparation of Information Technology reporting and documentations. The Contractor

agrees to produce for NASA documents related to NPR 2810.1A, Security of Information Technology and NPR 2830.1, NASA Enterprise Architecture Procedures. The Contractor further agrees to aid NASA in documentation related to OMB circular A-11, Preparation, submission, and Execution of Budget; OMB A-130, Management of Federal Information; Exhibit 53, List of IT Costs and Budget Items; and Exhibit 300, Capital Asset Plan Reports on Major IT Investments.

(End of Clause)

H.20 RELEASEABILITY OF CONTRACT

The Contractor agrees that this contract may be publicly disclosed consistent with the Freedom of Information Act requirements.

(End of Clause)

H.21 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated **April 13, 2007** are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.22 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) ALTERNATE II (OCTOBER 2000)

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

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

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

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

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

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

(End of Clause)

H.23 INTELLECTUAL PROPERTY

(b)(4)



(b)(4)



(End of Clause)

H. 24 DATA REQUIREMENTS DOCUMENT (DRD)

During the first 90 days of this contract, the Government and the contractor agree to cooperate with respect to (1) the elimination of any DRD, (2) the consolidation of DRDs, and/or (3) the modification of DRD content, format, maintenance instructions, and submittal requirements in order to achieve successful and efficient contract performance.

(End of Clause)

H.25 INCENTIVE TO IMPROVE LIFE CYCLE COSTS

Should the Contractor's proposed unit price for CLINs 3 and 5 submitted under contract provision B.5 entitled Cost and Price Refresh, be less than the NTE price contained in Table J-5-2 for CLIN 3 and J-5-3 for CLIN 5 by at least 10 percent, the Contractor will be entitled to add an additional one (1) percent of available fee (based on the definitized cost of the refresh proposal) for CLINs 3 and 5. The resultant fee dollars will be added to the available award fee period pools in accordance with the cost and fee profile and evaluated as part of the total award fee pool.

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (FEB 1998)**

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

FAR Clauses: <http://www.arnet.gov/far/>

NASA FAR Supplement clauses:

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

MSFC Clauses: http://ec.msfc.nasa.gov/msfc/msfc_uni.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause</u>		
<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restriction on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority and Allocation Requirements	SEP 1990

52.215-2	Audit and Records-Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Alternate II)	OCT 1997
52.216-7	Allowable Cost and Payment (Insert 30 th in paragraph (a) (3).)	DEC 2002
52.216-18	Ordering (Insert September 1, 2007 through December 31, 2016 in paragraph (a).)	OCT 1995
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan (Alternate II) (OCT 2001)	SEP 2006
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-2	Payment for Overtime Premiums (Insert "zero" in paragraph (a).)	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	JUL 2005
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veteran	SEP 2006

52.223-3	Hazardous Material Identification and Material Safety Data (Alternate I) (JUL 1995)	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information, (Alternate I, AUG 2003) and (Alternate II, AUG 2003)	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.225-1	Buy American Act- Supplies	JUN 2003
52.225-5	Trade Agreements	NOV 2006
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent (Alternate I, APR 1984)	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-11	Patent Rights—Retention by the Contractor	JUN 1997
52.227-14	Rights in Data-General (Alternate II (fill-ins are i, ii and iii), JUNE 1987) and (Alternate III, JUNE 1987)	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation of Withholding of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	OCT 2003
52.233-1	Disputes (Alternate I)(DEC 1991)	JUL 2002
52.233-3	Protest After Award (Alternate I) (JUN 1985)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes-Cost Reimbursement (Alternate V, APR 1984) (DEVIATION –A Deviation has been granted to include changes in	AUG 1987

	the Ares I Flight Manifest as within the general scope of the Changes Clause)	
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes (Insert "7" in paragraph (b) and "15" in Paragraph (d))	APR 1984
52.244-2	Subcontracts (Fill-ins at paragraphs (e) and (k) to be completed prior to contract award) (Alternate I) (JAN 2006)	AUG 1998
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Property Records	JUN 2007
52.245-9	Use and Charges	JUN 2007
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As is"	APR 1984
52.246-23	Limitation of Liability	FEB 1997
52.246-24	Limitation of Liability-High-Value Items (Alternate I)	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference for U.S.-Flag Air Carriers	FEB 2006
52.248-1	Value Engineering	JUN 2003
52.249-6	Termination (Cost-Reimbursement)	FEB 2000
52.249-14	Excusable Delays	MAY 2004
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	APR 1984
	(End of Clause)	JAN 1991

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.203-70	Display of Inspector General Hotline Posters	JUN 2001
1852.216-89	Assignment and Release Forms	JUL 1997
1852.219-74	Use of Rural Area Small Businesses	SEP 1990
1852.219-75	Small Business Subcontracting Reporting	MAY 1999
1852.223-74	Drug and Alcohol-Free Workforce	MAR 1996
1852.227-14	Rights in Data--General **Modifies FAR Clause**	OCT 1995
1852.235-70	Center for Aerospace Information	FEB 2003
1852.243-71	Shared Shavings	MAR 1997

(End of Clause)

I.2 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires IDIQ supplies or services (CLINS 2 and 4) in an amount of less than **\$1,000.00**, 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 **\$50,000,000**;

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

(3) A series of orders from the same ordering office within 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 10 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.3 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)

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

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

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

(b) IT Security Requirements.

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

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

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

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

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security

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

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

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

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

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

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

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

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

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

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

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

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit

commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

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

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

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

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

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

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

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

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

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

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

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

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

(End of Clause)

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (CLINs 2 and 4)

(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 December 31, 2016.

(End of Clause)

I.5 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

(b) If resolution cannot be made by the CO, interested parties may contact the installation ombudsman, Robin Henderson, George C. Marshall Space Flight Center, Building 4200, Marshall Space Flight Center, AL 35812, telephone: 256-544-1919, facsimile: 256-544-7920, and email address: robin.n.henderson@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, email james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the CO or as specified elsewhere in this document.

(End of Clause)

I.6 NASA 8 PERCENT GOAL (NFS 1852.219-76) (JUL 1997)

(a) Definitions.

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

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

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or