

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 16	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. 15		3. EFFECTIVE DATE July 27, 2006		4. REQUISITION/PURCHASE REQ. NO. See Pages 2 - 4
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS21-MDP	7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Daniels@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
CODE CAGE : 07486 VENDOR CODE 100028		X	9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C	
			10B. DATED (SEE ITEM 13) 09/28/2005	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Pages 2 - 4

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority )

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION					Total Contract Value	Total Funding Allotted
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee		
Previous	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$831,195	\$0	\$0	\$0	\$24,596,485	\$72,227,977
This Mod	0	0	0	0	0	0	0	\$531,965	\$(22,165)	\$5,599,581
New Total	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$831,195	\$0	\$0	\$531,965	\$24,574,320	\$77,827,558

See Pages 4-5 for Description

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ Original Signed by Sherry K. Davidson (Signature of Contracting Officer)	07/27/2006

Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
4200160644	520871.08.01.01.02	62ER43	EXCX22006D	<b>-\$23,397</b>
4200164695	206518.02.99.01.08.02	62EV12	ESAX22006D	\$56,200
4200164696	206518.02.99.01.08.02	62EV42	ESAX22006D	\$125,000
4200164697	206518.02.99.01.08.02	62EV32	ESAX22006D	\$67,200
4200164794	197009.10.01.01.06	62EV12	EXCX22006D	\$149,207
	62-892-10-01	62EV13	ESAX22005D	\$17,957
	931164.08.04	62EV32	ESAX22006D	\$225,000
	411011.01.01.01.02	62EV61	EXCX22006D	\$25,000
	939904.06.08.01	62EV13	ESAX22006D	\$27,000
	401769.06.03.07.03.03	62EV13	EXCX22006D	\$10,000
	401769.06.01.02.03	62EV23	EXCX22006D	\$10,000
	401769.06.01.01.08	62EV32	EXCX22006D	\$8,391
	401769.06.01.01.08	62EV63	EXCX22006D	\$8,659
	591158.04.12.01.01	62EV43	ESAX22006D	\$118,000
	524238.08.01.01.03	62EV31	EXCX22006D	\$577,971
	524238.08.01.01.03	62EV33	EXCX22006D	\$317,555
	524238.08.01.01.03	62EV32	EXCX22006D	\$103,753
	524238.08.01.01.03	62EV12	EXCX22006D	\$10,248
	604746.01.01.01.08	62EV61	ESAX22006D	\$490,236
	197009.10.02.01.06	62EV31	EXCX22006D	\$48,122
	931164.08.04	62EV61	ESAX22006D	\$10,000
	931164.08.04	62EV61	EXCX22006D	\$4,000
4200165437	401769.06.08.02.04.02	62EM20	EXCX22006D	\$21,875
	520871.08.01.01.02	62EM10	EXCX22006D	\$14,465
	62-617-42-10	62EM50	EXCX22005D	\$8,000
	524238.08.02.01.03	62EM10	EXCX22006D	\$450,000
	524238.08.01.01.03	62EM10	EXCX22006D	\$100,000
	62-104-08-01	62ED02	EXCX22005D	\$581
	62-377-10-10-00	62EM01	EXCX22005D	\$2,316
	992858.19.08.03	62EM10	ESAX22006D	\$152,000
	62-973-15-13	62EM30	ESAX22005D	\$77,000
	520871.08.01.01.02	62EM03	EXCX22006D	\$13,000
	522632.08.01.01	62EM40	EXCX22006D	\$47,500
	62R-379-04-0534-01	62EM40	EXCX22005R	\$11,974
	820098.01.05.0676.01	62EM30	EXCX22005R	\$9,626
	820098.01.08.0677.01	62EM30	EXCX22005R	\$175,000

4200165944	346620.01.01.01	62VP51	ESAX22006D	\$192,344
	62-800-92-00	62VP51	ESAX22005D	\$54
	62-800-93-6A	62VP51	ESAX22005D	\$5,140
	62-800-91-01	62VP51	ESAX22005D	\$22,462
	62-110-89-45	62VP51	ESAX22005D	\$100,000
4200166160	401769.06.03.07.04.04	62EI24	EXCX22006D	\$40,000
	401769.06.03.03.02.07	62EI24	EXCX22006D	\$5,000
	401769.06.08.02.04.02	62EI41	EXCX22006D	\$10,000
	516572.04.06.01.01	62EI53	ESAX22006D	\$40,000
	401769.06.03.07.02.03	62EI53	EXCX22006D	\$75,000
	401769.06.03.03.02.07	62EI32	EXCX22006D	\$81,879
	524238.08.01.01.03	62EI24	EXCX22006D	\$10,000
	401769.06.01.01.08	62EI13	EXCX22006D	\$26,498
	401769.06.03.03.02.07	62EI22	EXCX22006D	\$9,000
	981155.03.08	62EI32	ESAX22006D	\$200,000
	604746.02.06.06.08	62EI24	ESAX22006D	\$7,000
	346620.04.03.01.06	62EI22	ESAX22006D	\$25,000
	522632.08.01.01	62EI42	EXCX22006D	\$10,000
	378710.05.02	62EI51	ESAX22006D	\$1,000
	401769.06.08.02.04.02	62EI11	EXCX22006D	\$6,000
	401769.06.03.03.02.07	62EI13	EXCX22006D	\$4,000
	401769.06.08.02.04.02	62EI13	EXCX22006D	\$40,000
4200166163	814060.08.07	62ET01	ESAX22006D	\$52,038
	814060.08.07	62ET10	ESAX22006D	\$8,479
	814060.08.07	62ET20	ESAX22006D	\$29,601
	814060.08.07	62ET30	ESAX22006D	\$96,353
4200166432	206518.02.99.01.08.02	62EV33	ESAX22006D	\$50,000
4200166434	206518.02.99.01.08.02	62EV12	ESAX22006D	\$29,000
4200167809	953033.01.08.06.13	62VP62	ESAX22006D	\$1,000
	431924.04.01.09	62VP62	ESAX22006D	\$291
	6251-370-08-49	62VP62	ESAX22005D	\$1,401
	62-432-01-01	62VP62	ESAX22005D	\$4
	62-370-16-29	62VP62	ESAX22005D	\$13,119
	62-370-16-27	62VP62	ESAX22005D	\$414
4200168082	637495.06.02.01.08.01	62VP34	EXCX22006D	\$206,462
	401769.06.03.03.02.07	62VP34	EXCX22006D	\$1,221
	401769.06.08.02.04.02	62VP34	EXCX22006D	\$20,000
4200168057	62-622-03-04	62VP61	ESAX22005D	\$15,708

	62-613-26-99	62VP61	ESAX22005D	\$2,768
	62-895-00-99	62VP61	ESAX22005D	\$587
	62-621-15-98	62VP61	ESAX22005D	\$3,159
	6251-428-96-01	62VP61	ESAX22005D	\$13,357
	62-291-07-76	62VP61	ESAX22005D	\$1,173
	136905.02.03.08	62VP63	ESAX22006D	\$47,420
	604746.04.03.08	62VP11	ESAX22006D	\$39,000
	136905.01.02.08	62VP11	ESAX22006D	\$280,000
	62-621-35-09	62VP61	ESAX22005D	\$3,013
	6251-621-15-60	62VP61	ESAX22005D	\$2,000
4200168131	400147.04.07.01.05	62EV43	ESAX22006D	\$178,800
	524238.08.01.01.03	62ER33	EXCX22006D	\$10,000
	725932.08.01.02.02	62ER33	EXCX22006D	\$50,000
	522632.08.01.01	62ER43	EXCX22006D	\$23,397
	321878.04.08.04.02.04.08	62ER23	ESAX22006D	\$40,000
			TOTAL	\$5,599,581

#### Description of Modification

1. The purpose of this modification is to provide for incremental funding through the anticipated funding date of September 29, 2006, pursuant to Clause 52.232-22, Limitation of Funds; update Clause B.2, Estimated Cost, Performance Fee, and Award Fee to reflect the Award Fee Findings and Determination dated 7/7/06; revise Clause D.1 Listing of Clauses Incorporated by Reference by inserting updated clause 1852.211-70, Packaging, Handling, and Transportation; revise Clause E.1 Listing of Clauses Incorporated by Reference by inserting clause 52.246-8, Inspection of Research and Development – Cost Reimbursement; insert Clause E.5, 1852.246-72 Material Inspection and Receiving Report; revise Clause F.1 Listing of Clauses Incorporated by Reference by inserting updated clause 52.242-15, Stop-Work order Alternate 1; insert Clause F.5 Consideration and Payment and F.6 Delivery; insert Clause G.5 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors; revise H.1 Listing of Clauses Incorporated by Reference by inserting clause 1835.235-73, Final Scientific and Technical Reports; insert Clause H.7 Indemnification for Unusually Hazardous Risks; revise I.1 Listing of Clauses Incorporated by Reference by adding 52.204-9 Personal Identity Verification of Contractor Personnel, 52.225-16 Sanctioned European Union Country Services, 52.230-6 Administration of Cost Accounting Standards, 52.243-2 Changes-Cost Reimbursement (Alternate V), 52.243-7 Notification of Changes, 52.245-18 Special Test Equipment, 1852.235-70 Center for Aerospace Information; insert Attachment J-9a, Off-Site Rates; and; revise Attachment J-12 DOD FORM DD 254 Contract Security Classification and Specification (1. Clearance and Safeguarding), all pursuant to FAR 43.103(b).
  - a. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of \$5,599,581 from \$72,227,977 to \$77,827,558. Clause B.4 shown in Mod 14 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 15), is substituted in lieu thereof.
  - b. Clause B.2, ESTIMATED COST, PERFORMANCE FEE, AND AWARD FEE shown in Mod 13 is hereby deleted in its entirety and the revised Clause B.2, shown on the enclosed replacement page B-2 (Mod 15), is substituted in lieu thereof.

- c. Clause D.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause D.1, shown on the enclosed replacement page D-1 (Mod 15), is substituted in lieu thereof.
  - d. Clause E.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause E.1, shown on the enclosed replacement page E-1 (Mod 15), is substituted in lieu thereof.
  - e. Clause E.5, MATERIAL INSPECTION AND RECEIVING REPORT an addition to page E-2 (Basic) in the contract is shown in the enclosed replacement page E-2 (Mod 15), is substituted in lieu thereof
  - f. Clause F.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in Mod 10 is hereby deleted in its entirety and the revised Clause F.1, shown on the enclosed replacement page F-1 (Mod 15), is substituted in lieu thereof.
  - g. Clause F.5, CONSIDERATION AND PAYMENT an addition to page F-2 (Basic) in the contract is shown in the enclosed replacement page F-2 (Mod 15), is substituted in lieu thereof
  - h. Clause F.6, DELIVERY an addition to the contract is shown on the enclosed page F-3 (Mod 15)
  - i. Clause G.5, FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS an addition to page G-5 (Basic) in the contract is shown in the enclosed replacement pages G-5 thru G-8 (Mod 15), is substituted in lieu thereof
  - j. Clause H.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause H.1, shown on the enclosed replacement page H-1 (Mod 15), is substituted in lieu thereof.
  - k. Clause H.6, INDEMNIFICATION FOR UNUSUALLY HAZARDOUS RISKS an addition to page H-6 (Basic) in the contract is shown in the enclosed replacement pages H-6 thru H-20 (Mod 15), is substituted in lieu thereof
  - l. Clause I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown in the Basic contract is hereby deleted in its entirety and the revised Clause I.1, shown on the enclosed replacement page I-1 thru I-4 (Mod 15) is substituted in lieu thereof
  - m. Attachment J-9, OFF-SITE RATES an addition to J-9-1 (Basic) in the contract is shown in the enclosed replacement page J-9-1a (Mod 15)
  - n. Attachment J-12, DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION shown in Mod 13 is hereby deleted in its entirety and the revised Attachment J-12, shown on the enclosed replacement pages J-12-2 thru J-12-3 (Mod 15), is substituted in lieu thereof
2. The award fee was processed in this modification for the contractor's evaluation period 1 dated October 15, 2005 – March 31, 2006. Of the total award fee available, \$554,130 was applicable to this evaluation period. Based on the contractor's evaluation score of 96%, the contractor earned an award fee of \$531,965 with \$22,165 in unearned award fee. The total contract value decreased in the amount of \$22,165 from 24,596,485 to \$24,574,320.
  3. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.
  4. All other terms and conditions remain unchanged.

**B.2 ESTIMATED COST, PERFORMANCE FEE AND AWARD FEE**

(a) The estimated cost of this contract is \$ See Below\*. The maximum potential performance fee is \$ See Below\*. The maximum potential award fee is \$ See Below\*. Total estimated cost, maximum potential performance fee, and maximum potential award fee are \$ See Below\*.

*\*In accordance with Clause H.5, these values are based on the summation of all individual Task Orders and are reflected in paragraph (b) below.*

(b) Task Order summation by contract year and evaluation period of estimated cost, maximum potential Performance Fee, total Performance Fee earned, maximum potential Award Fee and total Award Fee earned:

Summation of Task Orders

Contract	***	Maximum	Total	Maximum	Total	Total
Period	Total	Potential	Performance	Potential Award	Award	Task
<u>Covered</u>	<u>Estimated Cost</u>	<u>Fee (60%)</u>	<u>Fee Earned</u>	<u>Fee (40%)</u>	<u>Fee Earned</u>	<u>Order Value</u>
<b>Base Year**</b>						
10/15/2006 – 03/31/2006	\$23,211,160	\$831,195		\$554,130	\$531,965	\$24,574,320
04/01/2006 – 09/29/2006						
<b>Option 1****</b>						
Fee Period 3						
<b>Option 2****</b>						
Fee Period 4						
<b>Option 3****</b>						
Fee Period 5						
<b>Option 4****</b>						
Fee Period 6						
<b>TOTALS</b>	\$23,211,160	\$831,195	\$0	\$554,130	\$531,965	\$24,574,320

\*\* = 6 month evaluation periods  
 \*\*\* = Includes cost associated with PWS 1.1.  
 \*\*\*\* = 12 month evaluation periods

(End of clause)

- (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 not 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)

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

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$74,772,380. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.
- (b) An additional amount of \$3,055,178 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	\$69,392,137	\$5,380,243	\$74,772,380
Prov. Performance Fee:	\$1,701,504	\$131,603	\$1,833,107
Prov. Award Fee:	\$1,134,336	(\$444,230)	\$690,106
Earned Performance Fee:	\$0	\$ 0	\$0
Earned Award Fee:	\$0	\$ 531,965	\$531,965
Total Sum Allotted:	\$72,227,977	\$5,599,581	\$77,827,558

(End of Clause)

**SECTION D**

**PACKAGING AND MARKING**

**D.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>
1852.211-70	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 Regulations (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)
52.246-5	Inspection of Services—Cost-Reimbursement	(Apr 1984)
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 included by reference.		

(End of Clause)

**E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (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>
All	Final Inspection & Acceptance	MSFC, Huntsville, AL, Washington, D.C. & D.C. Area

(End of Clause)

**E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)**

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

	<u>Title</u>	<u>Number</u>	<u>Date</u>
<input checked="" type="checkbox"/>	Marshall Management Manual	MPD 1280.1	9/17/04

(End of Clause)

**E.4 CHANGES TO HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS**

It is mutually agreed and understood that the Government may unilaterally update Clause E.3 with future versions and require full compliance to the latest requirements. Such action shall not give rise to an equitable adjustment to the estimated contract value, including both cost and performance/award fees, or any other expressed terms and conditions of this contract.

(End of Clause)

**E.5 MATERIAL INSPECTION AND RECEIVING REPORT 1852.246-72 (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 6 copies (an original and 5 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**

##### I. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order Alternate I	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)

##### II. NASA FAR Supplement (48 CFR CHAPTER 18) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
MSFC 52.247-90	Section 10721 Rates	(Feb 2001)

(End of Clause)

#### **F.2 PERIOD OF PERFORMANCE**

- (a) The base period of performance of this contract shall be October 15, 2005, through September 29, 2006. The contract 30-day phase-in period shall begin on the award date.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Contract Periods</u>	<u>Period of Performance</u>
Option 1	September 30, 2006 – September 28, 2007
Option 2	September 29, 2007 – September 26, 2008
Option 3	September 27, 2008 – September 25, 2009
Option 4	September 26, 2009 – October 14, 2010

(End of Clause)

**F.3 PLACE OF PERFORMANCE (MSFC 52.237-91 (FEB 2001))**

The Contractor shall perform the work under this contract at the Marshall Space Flight Center, AL, NASA Headquarters, Washington, D.C., and at such other locations that may be approved in writing by the Contracting Officer. Contractor personnel providing Headquarters' support under the Performance Work Statement (PWS) paragraph 1.9 of this contract shall be located in contractor provided facilities in the Washington, D.C. area.

(End of clause)

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current period of performance provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

**F.5 CONSIDERATION AND PAYMENT**

The Contractor shall be paid upon acceptance of all deliverables described in Task order XXXXXX of this contract. Acceptance as used herein is defined as the successful completion of required tasks and deliverables for the period covered.

Invoices furnished by the contractor shall be submitted in triplicate to:

George C. Marshall Space Flight Center  
Accounting Operations Office, Attn: RS23  
Marshall Space Flight Center, AL 35812

Any information copy shall be furnished to the following:

George C. Marshall Space Flight Center  
Procurement Office, Attn: Kimberly S. Carson/PS21  
Marshall Space Flight Center, AL 35812

(End of Clause)

## **F.6 DELIVERY**

The Contractor shall deliver the items required to be furnished by this Task order to the following:

SHIP TO: National Aeronautics and Space Administration  
George C. Marshall Space Flight Center  
Notify: JP10 / Kevin Flynn  
[Kevin.C.Flynn@nasa.gov](mailto:Kevin.C.Flynn@nasa.gov)

MARK FOR: 1. Reports:  
2. Material:  
3. All shipments shall be clearly marked to indicate:  
a. Contents  
b. Contract Number: NNM05AB50C  
c. Task Order No.: XXXXXXXXX  
(End of Clause)

**[END OF SECTION]**

days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the 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.

(c) 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 Contracting Officer.

(End of clause)

**G.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS 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: N/A, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the

month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(End of Clause)

**G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES  
(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 Contracting Officer.

- (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, both local and long distance.
- (b) General- and special-purpose equipment, including office furniture.

- (1) Equipment, not listed in this clause, to be made available to the Contractor is listed in Attachment J-7. 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 Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
  - (d) Publications and blank forms stocked by the installation.
  - (e) Safety and fire protection for Contractor personnel and facilities.
  - (f) Installation facility services
  - (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty and normal operating hours.
  - (h) Cafeteria privileges for Contractor employees during normal operating hours.
  - (i) Building maintenance for facilities occupied by Contractor personnel.
  - (j) 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 Contracting Officer.
  - (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, "Installation-Accountable Government Property."

(End of clause)

**G.7 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE (MSFC 52.204-90) (NOV 1999)**

- (a) It is anticipated that performance of the requirements of this contract will require employees' access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be by MSFC Form 1739, Contractor Badge/Decal Application. Requests for badging shall be submitted to the

appointed Contracting Officer's Technical Representative for completion and approval prior to processing by the MSFC Protective Services Department.

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

(End of clause)

**G.8 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)**

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

	<u>Title</u>	<u>Office Code</u>
New Technology Representative	Chief, Technology Utilization	ED03 MSFC, AL 35812
Patent Representative	Chief, Intellectual Property Counsel	LS01 MSFC, 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 Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**[END OF SECTION]**

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1 LISTING OF CLAUSES 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>
1835.235-73	Final Scientific and Technical Reports	Jan 2005
1852.208-81	Restrictions On Printing And Duplicating	Nov 2004
1852.223-76	Federal Automotive Statistical Tool Reporting	Jul 2003
1852.242-72	Observance Of Legal Holidays (Alternate II)	Oct 2000

(End of Clause)

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

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. (See Clause H.3)
- (b) The nature of this conflict is:
  - (1) An unfair competitive advantage
  - (2) Existence of conflicting roles that might bias the Contractor's judgment (See Clause H.3)
  - (3) Organizational Conflicts of Interest (See Clause H.3)
  - (4) Potential for access to other Contractor's Confidential Business Information (CBI) even though support-involving access to CBI is currently not included in this acquisition.
- (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

## **H.6 TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS**

- (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 Contracting Officer 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. Notification shall not be delayed pending preparation of a proposal.
- (c) A proposal is required to support a request for an increase in the estimated cost of a task order. The proposal should be submitted as soon as possible after the above notification but no later than 30 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
- (d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:
- Incurred costs to date
  - Projected cost to completion
  - Total cost at completion
  - Current negotiated estimated cost
  - Requested increase in estimated cost
- (2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:
- (a) 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.7 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 is 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. In the event the Government denies the Contractor's request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

(End of clause)

#### **H.8 1852.223-70 SAFETY AND HEALTH (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 Contracting Officer 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 Contracting Officer 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 Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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.9 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (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 Contracting Officer. If directed by the Contracting Officer, 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.10 1852.225-70 EXPORT LICENSES (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at MSFC, AL or NASA Headquarters, Washington D.C., 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.

**(ALTERNATE I) (FEB 2000)**

- (e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer 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.11 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

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

<b>Personnel:</b>	
(b)(4)	
<b>Facility:</b>	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

**H.12 MSFC 52.223-90 ASBESTOS MATERIAL (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.13 MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2001)**

- (a) If during the performance of this contract, the Contractor brings 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 the Marshall Space Flight Center, a completed MSFC Form 4099 (MSFC Hazardous Material Input Sheet) shall be immediately forwarded to the address on the form. 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 other clauses regarding hazardous materials, which may be contained in the contract.

(End of Clause)

### **H.14 ACCESS TO CONFIDENTIAL INFORMATION**

- (a) As used in this clause, "confidential information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and may embody trade secrets or commercial or financial information, and may be confidential or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract. Performing these services may require access to confidential information that other companies have furnished to the Government in the course of providing supplies or services, or that the Government has generated.
- (c) In performing this contract, the Contractor agrees to—
  - (1) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in this contract, and never to improve its own competitive position in another procurement.
  - (2) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to confidential information only to those employees that need it to perform services under this contract.

- (4) Preclude access and disclosure of confidential information to persons and entities outside of the Contractor's organization.
  - (5) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing this contract.
  - (7) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into this contract.
  - (e) The nature of the work on this contract may subject the Contractor and its employees a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations.
  - (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to confidential information.

(End of Clause)

#### **H.15 RELEASE OF CONFIDENTIAL INFORMATION**

- (a) As used in this clause, "confidential information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.

- (c) (1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The Contracting Officer will evaluate the Contractor's claim to have submitted "confidential information," as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's "confidential information" marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.
- (2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.
- (d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:
- (1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.
  - (2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.
  - (3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to confidential information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.
  - (6) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

- (8) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of confidential information.

(End of clause)

**H.16 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES OF FOREIGN CONTRACTORS**

- (a) An employee of a domestic Marshall Space Flight Center (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 (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) 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 RFR has been approved and processed through the NFNMS. 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 contracting officer 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 Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

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.17 SAFETY PERFORMANCE EVALUATION**

1. **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 (1061SA-001, 1061SA-002) 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. 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 Contracting Officer from taking immediate action for any serious, willful, blatant, or continued violations of MSFC safety policy or procedures.

2. **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-14 entitled “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.

<b>Management Commitment and Employee Involvement (ELEMENT 1)</b>	<b>Hazard Prevention and Control (ELEMENT 3)</b>
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	

<b>System and Worksite Hazard Analysis (ELEMENT 2)</b>	<b>Safety and Health Training (ELEMENT 4)</b>
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	

3. **Performance Recognition.** Contractor performance will be recognized as follows:

- Level I** – Annual rating score of  $\geq$  36 based on the average of the quarterly assessment scores, and a lost-Time Incident Rate (LTIR). *Formal award with public recognition*

$\leq$  50% of the LTIR for the applicable Standard Industrial Classification (SIC) rate. *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  $\geq 28$  based on the average quarterly assessment score, and a Lost-Time Incident Rate (LTIR)  $<$  the applicable Standard Industrial Classification (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  $\leq 16$  or a Lost Time Incident Rate (LTIR)  $\geq$  than the Standard Industrial Classification (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 does not fall within the above categories.
 

*No recognition.*

**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.

- 4. 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.
- 5. Evaluation Process.** The evaluation process will be based on the major elements and their sub-elements cited in Paragraph 2. The evaluation process will include these steps:
  - Contractor to conduct quarterly self-assessment and assign numerical score to each element.

- Contractor self-assessments will address compliance with their approved Safety and Health Plan.
- Contractor to have self-assessment validated by CO/ COTR and S&MA Directorate.
- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- 6. 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 (NPG 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.

- 7. Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

**[END OF SECTION]**

## PART II - CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

##### I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

FAR 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](http://ec.msfc.nasa.gov/msfc/msfc_uni.html)

PART A: Federal Acquisition Regulation (48 CFR Chapter 1)

<u>Number</u>	<u>Clause 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	Restrictions on Subcontractor Sales to the Government	Jul 1995
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	Jun 2003
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-7	Central Contract Registration	Oct 2003
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
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

Number	Clause Title	Date
52.215-14	Integrity of Unit Prices	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Oct 2004
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement	Oct 1997
52-215.21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate I) “ <u>Microsoft Excel (PC Compatible)</u> ”	Oct 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (Alternate II-Oct 97 –Send copies to ACO & DCAA) (Alternate III-Oct 97- <u>TBD by CO at time of submission</u> )	Oct 1997
52.216-7	Allowable Cost and Payment	Dec 2002
52.217-8	Option to Extend Services –FILL –In “ <u>30 days</u> ”	Nov 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-8	Utilization of Small Business Concerns	May 2004
52.219-9	Small Business Subcontracting Plan	Jan 2002
52.219-9	Small Business Subcontracting Plan (Alternate II)	Oct 2001
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns [ <u>Insert “10%” in paragraph (b)(1)] ( )_ Offeror elects to waive the adjustment. (Ref. Section K.3) Not Applicable</u>	Jun 2003
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 [ <u>Insert “See Section B”</u> ]	Jul 1990
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	Sep 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
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 Veterans	Dec 2001
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
	(Alternate I)	
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.225-16	Sanctioned European Union Country Services	Feb 2000
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14	Oct 1995
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
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year "September 30, 2006"	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement	Aug 1987
52.243-2	Changes-Cost Reimbursement (Alternate II)	Apr 1984
52.243-2	Changes-Cost Reimbursement (Alternate V)	Apr 1984
52.243-7	Notification of Changes, <b>30 day notification</b>	Apr 1984
52.244-5	Competition In Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2004
52.245-1	Property Records	Apr 1984
52.245-5	Government Property (Cost-Reimbursement, Time- And-Material or Labor-Hour Contracts)	May 2004
52.245-18	Special Test Equipment	Feb 1993
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-25	Limitation Of Liability-Services	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jun 2003
52.248-1	Value Engineering	Feb 2000
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.251-1	Government Supply Sources Interagency	Apr 1984
52.251-2	Fleet Management System Vehicles And Related Services	Jan 1991
52.253-1	Computer Generated Forms	Jan 1991

(End of Clause)

**PART B: NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

<u>Number</u>	<u>Clause 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
1852.219-77	NASA Mentor-Protégé Program	May 1999
1852.223-74	Drug and Alcohol-Free Workforce	Mar 1996
1852.227-14	Rights in Data--General <b>**Modifies FAR Clause**</b>	
1852.227-17	Rights in Data--Special Works	
1852.227-19	Commercial Computer Software—Restricted Rights <b>**Modifies FAR Clause**</b>	
1852.235-70	Center for Aerospace Information	Feb 2003
1852.237-70	Emergency Evacuation Procedures	Dec 1988
1852.242-75	Earned Value Management Systems	Mar 1999
1852.242-76	Modified Cost Performance Report	Mar 1999
1852.242-78	Emergency Medical Services and Evacuation	Apr 2001
1852.243-71	Shared Shavings	Mar 1997

(End of Clause)

**I.2 MSFC 52.252-90 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (FEB 2001)**

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

**I.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of “Secret”. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-12.

(End of Clause)

**I.4 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NOV 2004)**

- (a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA’s sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:
- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
  - (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor’s copy be corrupted; and
  - (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause

- (c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" increase or decrease adjustment amount, if any, and the required *period of performance* adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" *estimated cost* and *period of performance* adjustments, if any, prior to issuing an order for implementation of the change.
- (d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:
  - (1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or
  - (2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.
- (e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

**(ALTERNATE I) (JUL 1997)**

As prescribed in 1843.205-70(a)(2), add the following paragraph (f), modified to suit contract type, to the basic clause:

- (f) If the *estimated cost* adjustment proposed for any Contractor-originated ECP is \$500,000 or less, the ECP shall be executed with no adjustment to the contract *estimated cost*.

**(ALTERNATE II) (SEP 1990)**

As prescribed in 1843.205-70(a)(3), add the following sentence at the end of paragraph (c) of the basic clause:

An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(End of Clause)

**I.12 1852.245-75 TITLE OF EQUIPMENT (MAR 1989)**

(a) In accordance with the FAR 52.245 Government property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than **TBD** shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of **TBD** or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) of this clause to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

**None**

(End of Clause)

**I.13 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of the MSFC Procurement Officer and shall not be binding until so approved.

(End of Clause)

**I.14 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

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

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

- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall-
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I.15 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 15, 2005 through October 14, 2010, if options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.16 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$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 **\$100,000,000.00**;

(2) Any order for a combination of items in excess of **\$100,000,000.00**; 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.17 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the

order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **October 14, 2011**.

(End of Clause)

**I.18 52.222.42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

**A. Classification, Grades and Rates**

Employee Class	Grade	Monetary Wage-Fringe Benefits Hr/Rate
Engineering Technician II	GS-04	\$11.88
Engineering Technician III	GS-05	\$13.29
Engineering Technician IV	GS-07	\$16.47
Engineering Technician V	GS-09	\$20.14
Engineering Technician VI	GS-11	\$24.37

(End of Clause)

**I.19 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 micro curies per gram or the activity per item equals or exceeds 0.01 micro curies. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and

any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 micro curies per gram or activity per item equals or exceeds 0.01 micro curies, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

**I.20 RESERVED**

**I.21 52.244-2 SUBCONTRACTS (ALTERNATE I) (MAR 2005)**

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

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

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

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

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d)( or (e) or this clause.
- (d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
  - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) Is fixed-price and exceeds—
    - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

**“ALL INDIVIDUAL SUBCONTRACTS WITH AN ESTIMATED VALUE GREATER THAN \$500,000.00”**

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting --
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) Unless the Contractor maintains an approved purchasing system, the Contractor shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or

- (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (a) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

(End of Clause)

**[END OF SECTION]**

**ATTACHMENT J-9 (Off-Site Rates)**

(b)(4)



**ATTACHMENT J-12**  
**DOD FORM DD 254 CONTRACT SECURITY CLASSIFICATION AND SPECIFICATION**

<p align="center"><b>DEPARTMENT OF DEFENSE</b>  <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b>  <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>				<p><b>1. CLEARANCE AND SAFEGUARDING</b></p>			
				a. FACILITY CLEARANCE REQUIRE		TOP SECRET	
		b. LEVEL OF SAFEGUARDING REQUIRED		NONE			
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>				<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>			
a. PRIME CONTRACT NUMBER NNM05AB50C				a. ORIGINAL <i>(Complete date in all cases)</i>		Date (YYMMDD) 09/22/2005	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>		Revision No. 1	
c. SOLICITATION OR OTHER NUMBER		Due Date (YYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		Date (YYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period _____.							
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388			b. CAGE CODE 07486		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service, SE Region 2300 Lake Park Drive, Suite 250 Smyrna, GA 30080-7606		
<b>7. SUBCONTRACTOR</b>							
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
<b>8. ACTUAL PERFORMANCE</b>							
a. LOCATION Marshall Space Flight Center Huntsville, AL 35812			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS Little John Road Redstone Arsenal, AL 35809		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> Engineering, Science, and Technical Service							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>				<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>			
	YES	NO			YES	NO	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X		
b. RESTRICTED DATA		X		b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X
d. FORMERLY RESTRICTED DATA		X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X		
f. SPECIAL ACCESS INFORMATION		X		h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION		X		i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION		X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION		X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION	X			l. OTHER <i>(Specify)</i>			
k. OTHER <i>(Specify)</i>	X						

**12. PUBLIC RELEASE** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release

Direct

Through (*Specify*)

Media Relations, Marshall Space Flight Center, MSFC, AL 35812

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Security clearances and classified access is limited to the purpose of procurement stated in Block 9 of this form. Clearances should be held to the minimum necessary to perform this task.

Specific classification guidance will be provided on specific classified tasks.  
 The safeguarding requirements of MPG 1600.1 shall be followed.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

Yes  No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

Yes  No

Except for employees physically assigned to MSFC.

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL  
 Owen H. Johnson

b. TITLE  
 Manager, Protective Service

c. TELEPHONE (*Include Area Code*)  
 (256) 544-4539

d. ADDRESS (*Include Zip Code*)  
 Marshall Space Flight Center  
 AD50/Protective Services  
 MSFC, AL 35812

e. SIGNATURE  
 "Original Signed by Owen H. Johnson"

**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY