

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 16	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 53	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Pages 3-4	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration George C. Marshall Space Flight Center Procurement Office Marshall Space Flight Center, AL 35812	CODE MDH	7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Procurement Office Eunice L. Rose / PS21256-544-8231 Phone: 256-544-0285 Fax: 256-544-9081 <a href="mailto:eunice.l.rose@msfc.nasa.gov">eunice.l.rose@msfc.nasa.gov</a>	CODE MDH
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Jacobs Technology, Inc. c/o 600 William Northern Blvd Jacobs Technology, Inc. Tullahoma, TN 37388 MSFC Group/Steve Robertson 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO.
CODE CAGE : 07486		VENDOR CODE 100028	9B. DATED (SEE ITEM 11)
		X	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 3-4

**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.
	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:
X	D. OTHER (Specify type of modification and authority ) Unilateral Modification/FAR 52.232-22, Limitation of Funds

**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.)

See Page 2 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) Steve Robertson Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Original Signed by Sherry K. Davidson BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 08/21/2008

	MAXIMUM QUANTITY			
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Total
Previous	\$400,000,000	\$20,400,000	\$13,600,000	\$434,000,000
This Mod	-0-	-0-	-0-	-0-
New Total	\$400,000,000	\$20,400,000	\$13,600,000	\$434,000,000

	TASK ORDER VALUE CUMULATION					
	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee	Total Contract Value
Previous	\$196,908,613	\$0	\$5,367,019	\$0	\$3,728,214	\$206,003,846
This Mod	\$0	\$0	\$0	\$0	\$0	\$0
New Total	\$196,908,613	\$0	\$5,367,019	\$0	\$3,728,214	\$206,003,846

	Total Funds Allotted
Previous	\$408,852,612.84
<b>This Mod</b>	<b>2,193,519.00</b>
New Total	\$411,046,131.84

1. The purpose of this modification is to:

a) Decrease funding by \$26,685.00 and to increase funding in the amount of \$2,220,204.00 pursuant to Clause 52.232-22, Limitation of Funds. Total Funds Allotted is changed from \$408,852,612.84 to \$411,046,131.84. The funds will provide continued coverage through December 09, 2008. Contract de-obligations were requested by Gloria Carr on August 13, 2008 and are included in this funding action.

b) Incorporate Approval of Premium for Scheduled Overtime in B.5 PREMIUM FOR OVERTIME (MSFC 52.222-90) (FEB 2001)

c) Incorporate Relocation Advance Agreement in B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242.90) (FEB 2001) with Attachment J-19

d) Revise F.2 PERIOD OF PERFORMANCE per Jacobs Technology Inc. request to align option periods 3 and 4 with their accounting period.

e) Properly incorporate clause insertions in Section H, Special Contract Requirements, and Section I, Contract Clauses.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indicating change.

- B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)
- B.5 PREMIUM FOR OVERTIME (MSFC 52.222-90) (FEB 2001)
- B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242.90) (FEB 2001)
- F.2 PERIOD OF PERFORMANCE
- Section H is hereby deleted and replaced in its entirety
- Section I is hereby deleted and replaced in its entirety
- Attachment J-19 Relocation Advance Agreement

3. All other terms and conditions remain unchanged.

PR	Subelement	WBS	Cost Center	Fund	Amount
<b>4200248857</b>	37-040201-06	510505.04.08.01.08	62ES43	ESAX22008D	\$ (3,400.00)
<b>4200247516</b>	33-000004-CF	136905.08.05.02.04.08	62ED04	ESAX22008D	\$ (23,285.00)
<b>4200262956</b>	37-010101-03	401769.06.03.03.02.07	62ES52	EXCX22008D	\$ 17,390.00
	37-020202-00	401769.06.03.03.02.07	62ES52	EXCX22008D	\$ 7,099.00
	37-050201-00	522094.08.01.01.03.01	62ES52	EXCX22008D	\$ 108,495.00
	37-060301-97	526282.01.08.07	62ES43	ESAX22008D	\$ 2,800.00
	37-040302-02	281945.02.03.01.02.31	62ES43	ESAX22008D	\$ 5,898.00
	37-040303-04	522094.08.01.01.03.01	62ES43	EXCX22008D	\$ 4,000.00
	37-040301-03	522094.08.01.01.03.01	62ES43	EXCX22008D	\$ 35,199.00
	37-040201-06	522632.08.01.01	62ES42	EXCX22008D	\$ 8,000.00
	37-040201-06	522632.08.01.01	62ES42	EXCX22008D	\$ 10,000.00
	37-040202-02	981155.01.08.01	62ES42	ESAX22008D	\$ 5,500.00
	37-060301-97	411011.01.01.01.01	62ES31	EXCX22008D	\$ 3,120.00
	37-030101-00	197009.10.02.01.07	62ES31	EXCX22008D	\$ 65,000.00
	37-030102-03	524238.08.01.01.03	62ES31	EXCX22008D	\$ 56,600.00
	37-040301-07	524238.08.01.01.03	62ES43	EXCX22008D	\$ 12,000.00
	37-040302-03	524238.08.01.01.03	62ES43	EXCX22008D	\$ 7,600.00
	37-040303-03	524238.08.01.01.03	62ES43	EXCX22008D	\$ 8,000.00
	37-040201-09	524238.08.01.01.03	62ES42	EXCX22008D	\$ 41,400.00
	37-040302-03	892182.01.08.0873.01	62ES43	EXCX22008R	\$ 17,000.00
	37-020201-00	439906.04.01.06.04.05	62ES22	ESAX22008D	\$ 43,508.00
	37-040302-05	401769.06.08.02.04.05	62ES43	EXCX22008D	\$ 20,000.00
	37-040302-03	524238.08.01.01.03	62ES43	EXCX22008D	\$ 1,843.00
	37-040302-04	524238.08.01.01.03	62ES43	EXCX22008D	\$ 9,553.00
<b>4200264257</b>	33-050201-EE	510505.05.08.07.12	62ER52	EXCX22008D	\$ 100,000.00
	33-030201-CM	305311.01.08.02.01	62ER32	ESAX22008D	\$ 10,000.00
	33-020401-02	463169.04.12.04.01.02	62ER24	ESAX22008D	\$ 71,000.00
	33-020401-03	095240.04.03.03.01.05.08	62ER24	ESAX22008D	\$ 199,483.00
	33-020401-03	095240.04.02.03.08	62ER24	ESAX22008D	\$ 19,000.00
	33-020401-03	095240.04.03.03.02.03.08	62ER24	ESAX22008D	\$ 10,000.00
	33-030302-03	522094.08.01.01.03.01	62ER33	EXCX22008D	\$ 80,000.00
	33-030303-00	522094.08.01.01.03.01	62ER33	EXCX22008D	\$ 50,000.00
	33-030303-09	522632.08.01.01	62ER33	EXCX22008D	\$ 20,000.00
	33-030303-09	197009.10.01.01.12	62ER33	EXCX22008D	\$ 12,617.00
	33-030303-09	524238.08.01.01.03	62ER33	EXCX22008D	\$ 8,000.00
	33-030303-09	522094.08.01.01.03.01	62ER33	EXCX22008D	\$ 20,000.00
	33-030303-19	522094.08.01.01.03.01	62ER33	EXCX22008D	\$ 100,000.00
	33-040222-01	522094.08.01.01.03.01	62ER42	EXCX22008D	\$ 5,500.00
	33-030201-CF	305311.01.08.01	62ER32	ESAX22008D	\$ 1,734.00
	33-040312-CH	253225.04.03.01.02.02.08	62ER43	ESAX22008D	\$ 932.00
<b>4200264441</b>	30-000005-08	986249.01.13.08	62ED04	ESAX22008D	\$ 110,000.00
	30-000005-07	278083.02.50.01	62ED04	ESAX22008D	\$ 101,040.00
<b>4200266148</b>	43-060201-00	399131.02.01.02.15	62VP62	ESAX22008D	\$ 30,000.00

	37-060301-18	791926.02.03.02.29	62VP62	ESAX22008D	\$ 13,000.00
	43-030102-CA	604746.01.01.02.15.08	62VP31	ESAX22008D	\$ 7,006.00
	43-050101-11	964946.02.08.01.01	62VP51	ESAX22008D	\$ 25,000.00
	43-050101-21	964946.02.08.01.01	62VP51	ESAX22008D	\$ 40,500.00
	43-050101-22	964946.02.08.01.01	62VP51	ESAX22008D	\$ 4,500.00
	37-030101-00	246601.02.12.01.44	62VP63	ESAX22008D	\$ 15,000.00
	30-000005-08	246601.02.12.01.44	62VP63	ESAX22008D	\$ 14,000.00
	30-000005-08	399131.02.06.02.02	62VP63	ESAX22008D	\$ 11,000.00
	30-000005-08	406480.01.05.01.31	62VP63	ESAX22008D	\$ 5,000.00
	37-060301-04	811073.02.06.01.81	62VP62	ESAX22008D	\$ 10,000.00
	37-060301-14	431924.04.01.09	62VP62	ESAX22008D	\$ 471.00
	43-050101-31	389018.02.15.03.35	62VP61	ESAX22008D	\$ 200,000.00
<b>4200266153</b>	30-000002-03	892182.01.08.06.0716.01	62ED03	EXCX22007R	\$ 62,459.00
<b>4200266259</b>	34-040002-01	305311.01.08.04.01	62ES01	ESAX22008D	\$ 1,200.00
	34-040002-01	526282.01.08.15	62EV01	ESAX22008D	\$ 600.00
	34-040002-01	522094.08.01.01.03.01	62EM40	EXCX22008D	\$ 882.00
	34-040002-02	522632.08.01.01	62EM40	EXCX22008D	\$ 50,000.00
	34-040002-01	522094.08.01.01.03.01	62ER43	EXCX22008D	\$ 7,500.00
	34-010002-07	095240.04.03.03.01.05.08	62EM10	ESAX22008D	\$ 23,000.00
	34-030001-00	441261.04.20.06.08	62EM30	ESAX22008D	\$ 175,000.00
	34-010001-00	158302.01.08.01	62EM10	ESAX22008D	\$ 55,000.00
	34-040002-01	136905.10.10.80.40.20	62EM40	ESAX22008D	\$ 6,000.00
	34-010003-32	522632.08.01.01	62EM10	EXCX22008D	\$ 23,000.00
	34-010003-70	387498.04.01.02.03.08	62EM10	ESAX22008D	\$ 3,500.00
	34-030001-01	520871.08.01.01.02	62EM30	EXCX22008D	\$ 10,345.00
	34-020002-06	522094.08.01.01.03.01	62EM20	EXCX22008D	\$ 16,930.00
				<b>Total</b>	<b>\$ 2,193,519.00</b>

- (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 \$394,938,615.38. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through December 09, 2008.

An additional amount of \$16,107,516.47 is obligated under this contract for payment of fees.

- (b) Recapitulation of funding is as follows:

Total Sum Allotted, exclusive of Fee:	\$392,831,017.63	\$2,107,597.75	\$394,938,615.38
Performance Fee Provisional (60%)	\$4,245,937.89	\$51,552.75	\$4,297,490.64
Award Fee Provisional (40%)	\$2,680,424.32	\$34,368.50	\$2,714,792.82
Performance Fee Earned	\$5,367,019.00	\$0.00	\$5,367,019.00
Award Fee Earned	\$3,728,214.00	\$0.00	\$3,728,214.00
Total	\$408,852,612.84	\$2,193,519.00	\$411,046,131.84

(End of Clause)

**B.5 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)**

Pursuant to the clause entitled “Payment for Overtime Premiums,” the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Contract Periods</u>	<u>Labor Category</u>	<u>Amount</u>
Base Year	Business Analyst/Technician	\$64,000
Option 1	Business Analyst/Technician	\$75,000
Option 2	Business Analyst/Technician	\$114,000
Option 3	Business Analyst/Technician	\$13,542
Option 4	Business Analyst/Technician	\$13,590

(End of clause)

**B.6 EVALUATION OF PERFORMANCE FEE**

- (a) The Contractor can earn performance fee from a minimum of zero dollars to the maximum stated in Clause B.2 “Estimated Cost, Performance Fee, and Award Fee” in this contract. The potential performance fee will constitute 60% of the total fee pool (award and performance) for the contract.
- (b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months during the base year and every 12 months for the option years of the contract to determine the amount of performance fee earned by the Contractor during the period. The Government will determine the performance fee amounts based on the Contractor's performance in accordance with Attachment J-4, MSFC Performance Fee Evaluation Plan.
- (c) The Government will advise the Contractor in writing of the evaluation results. The MSFC Accounting Operations Office, or designated billing office, will make payment based on receipt of a modification to the contract, which incorporates the earned performance fee
- (d) After 85% of the potential performance fee has been paid, the Contracting Officer may direct the withholding of further payment of performance fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15% of the total potential performance fee.
- (e) The amount of performance fee that can be earned in each evaluation period is limited to the amounts set forth at Clause B-2. Performance fee, which is not earned in an evaluation period, cannot be reallocated for future evaluation periods.

- (f) (1) Provisional performance fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional performance fee payments will be made to the Contractor on a monthly basis. The total amount of performance fee available in an evaluation period that will be provisionally paid is the lesser of 50% of the maximum potential performance fee or the prior period's evaluation score.
- (2) Provisional performance fee payments will be superseded by the final performance fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance 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 performance fee payments will be made prior to the first performance fee determination by the Government.

(End of Clause)

**B.7 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)**

- (a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

General and Administrative (G & A) Rate Ceiling: (b)(4)  
Relocation Advance Agreement (see agreement at Attachment J-19)

- (b) It is mutually agreed that when indirect cost rate ceilings are specified in Paragraph (a), (1) the Government shall not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates and (2) in the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates shall be reduced to conform with the lower rates.

(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 <b>Exercised</b>	September 30, 2006 – September 28, 2007
Option 2 <b>Exercised</b>	September 29, 2007 – September 26, 2008
Option 3 <b>Exercised</b>	September 27, 2008 – October 2, 2009
Option 4	October 3, 2009 – October 14, 2010

(End of Clause)

## 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 effect for a reasonable time, as agreed to by the Contracting Officer and the

Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

### **H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)**

- (a) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award. The Offeror's and/or teammates/subcontractor's attention is invited to this subpart and shall comply with these restrictions.
- (b) The Contracting Officer has determined that during performance of this contract, the successful Offeror or Subcontractor(s) may be put in the position of performing engineering, scientific, business services and/or other related technical services on space flight hardware and other critical systems that were designed and/or built by the Contractor. (For purposes of this clause, the term "Contractor" includes any division, separate company, or subsidiary that is wholly-owned by the parent corporation, and includes any of the prime Contractors teammates and/or Subcontractor(s).) The existence of these conflicting roles might bias the Contractor's judgment.
- (c) Within two working days of receipt of a Task Order Request causing such a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report detailing:
  - (1) The nature of the conflict;
  - (2) Plan for avoiding, neutralizing or mitigating the conflict; and
  - (3) The benefits and risks associated with acceptance of the plan.
- (d) The Contracting Officer shall review the report and determine which of the following is in the best interest of the Government and shall so advise the Contractor:
  - (1) the Contractor shall perform consistent with the task order;
  - (2) the Contractor shall not perform the task order;
  - (3) the task order shall be cancelled or modified to remove the conflict, and/or work identified in the task order;

- (4) the task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or
  - (5) the Contractor may identify a subcontractor who can provide services consistent with the task order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor technical reports shall be delivered directly to the Contracting Officer's Technical Representative and the Contracting Officer. This subcontract will not obviate the Contractor's responsibility for acceptable technical performance of the task order.
- (e) Any limitations on future contracting resulting from the Contractor's or its Subcontractor(s) in preparation of specifications/ statements of work or access to proprietary, business confidential, or financial data of another company are identified in Clause H.2 "Limitation of Future Contracting".
- (f) The terms of this clause and application of this FAR Subpart to the contract are not subject to negotiation.
- (g) The Contractor shall include this clause in all subcontract(s).

(End of clause)

#### **H.4 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)**

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

## **H.5 SUPPLEMENTAL TASK ORDERING PROCEDURES**

- (a) This clause supplements the Task Ordering Procedure defined in H.4.
- (b) Work to be performed under this contract will be within the broad parameters of the PWS and more clearly defined in Task Orders (TOs) approved and issued at the WBS elements Level 3 or lower. An overview and flowchart of this process is provided at Attachment J-10.

- (c) When the Government issues a Task Order Request (TOR) in accordance with paragraph (d) of Clause H.4, the Contractor shall prepare as part of the Task Order Plan the Contractor's estimate of the labor hours, labor categories, indirect cost, and other direct costs required to perform the Task Order requirements. In preparing the estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the lower of the Contractor's/Subcontractor's actual rates or the Not-to-Exceed (NTE) rates set forth in Attachment J-9. It is further agreed and understood that the maximum available performance and award fees, equating to a percentage, set forth in Attachment J-9 shall be used by the Contractor to calculate the Maximum Potential Performance and Award Fee dollars for each Task Order.
- (d) Each TO will include the period covered, estimated cost and maximum potential fees. At the end of each semi-annual award and performance fee evaluation period, the current evaluation period values (estimated cost and maximum potential fees) of all task orders that were active during that evaluation period will be summed and the resulting total value summation will be used as the maximum potential performance and award fee values for that evaluation period. A reconciling unilateral modification to the contract will be issued semiannually revising Clause B.2, Estimated Cost, Performance Fee and Award Fee, to reflect the summation of the current total task order values.
- (e) A summation of estimated and actual TO costs for each WBS element Level 2 (except WBS element 1.1 which is already included in TO values) shall be tracked by the Contractor in accordance with J-1, Paragraph 1.1.4., Task Management.
- (f) All Task Orders will flow from the Task Order Initiator to the Task Order Monitor to the COTR to the CO. The assigned Task Order Monitor/COTR/CO will review and approve each TO and any revision thereto, with the CO having final TO approval authority. The Government will provide a list of personnel to be included in the routing of TOs. The Government retains the right to disapprove any Task Order Plans (TOPs) at the sole discretion of the Government.
- (g) The Contractor shall not begin work until the approved TO is received; however, in extreme emergency situations, the Contractor may be authorized by the CO to begin work immediately. The Contractor shall process the applicable TO within 5 calendar days of being notified of an emergency, and shall not incur costs exceeding \$5,000 during the 5 day period, unless an advance waiver is granted by the Contracting Officer. The Government and Contractor shall finalize the TO within 10 calendar days.
- (h) Approval of TOs does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.

(End of Clause)

## **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:
- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

## **H.7 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.8 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.9 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.10 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>	
General Manager	Randy Lycans
Deputy General Manager	Dr. Jan Davis
Safety & Quality Manager	Mike Weibert
Business Manager	Steve Robertson
Engineering Director	Jack Stockdale
Science & Mission Systems Director	Lisa Monaco
Exploration Launch Office Director	Tim Hopper
Human Resources Manager	Steve Peters
<b>Facility:</b>	Jacobs 1100 North Glebe Road Suite 500 Arlington, VA 22201

(End of Clause)

**H.11 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.12 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.13 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.14 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.15 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 (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a MSFC badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with MSFC security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into MSFC until a completed RFR has been approved and processed through the NFMMS. Unescorted access will not be granted unless the MSFC Protective Services Office has completed a favorable National Agency Check (NAC).
- (c) The contractor agrees that it will not employ for the performance of work onsite at the MSFC any individuals who are not legally authorized to work in the United States. If the MSFC Industrial Security Specialist or the 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.16 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</b>	<b>Hazard Prevention and Control (ELEMENT 3)</b>
---	--

<b>(ELEMENT 1)</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 *Formal Letter of Commendation*

*Will impact contract evaluation and past*

(SIC) rate and the scores remain the same, *performance referrals.*  
or reflect improved performance, from the previous period. If scores reflect a

decrease in performance, no letter of commendation will be issued.

**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)

#### **H.17 MANAGING ATLAS ENVIRONMENTS / RIGHTS TO EQUITABLE ADJUSTMENT**

Managing the environments within the qualification levels of the Atlas system through management techniques (such as the selection of mounting locations, mounting methods, management of flight profiles, etc.) is critical to the success of the avionics system provided by the Subcontractor. It is understood and agreed that such management is not within the scope of the Subcontractor's work and is outside the Subcontractor's control. In the event the final environments selected are outside the existing Atlas qualification levels, in effect at the time of subcontract award, implementation of the revised requirements and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

(End of Clause)

#### **H.18 EXISTING PROPERTY OWNED BY SUBCONTRACTOR / LIABILITY AND RISK OF LOSS**

(a) It is understood and agreed that the following items are property which is owned by the Subcontractor: the MVAN as well as certain EGSE items consisting of a battery simulator and associated cables, breakout boxes, and RF test instruments, cables, antenna hats, and other miscellaneous items. Neither the NASA/U.S. Government nor Jacobs Sverdrup shall have any license, right to use, or any other interest whatsoever in such items.

(b) It is understood and agreed that NASA/U.S. Government and Jacobs Sverdrup's liability is for the cost of repair or replacement, or the fair market value of such property should

such property be damaged or destroyed. NASA/U.S. Government and Jacobs Sverdrup further agrees to assume the risk of loss of such property and be liable for damages to, or loss of, such property as a result of the performance of this Contract, including performance by NASA/U.S. Government, Jacobs Sverdrup, or NASA/U.S. Government's contractors or subcontractors.

(c) In the event such damage or destruction is caused by an Act of God, Force Majeure, war, riots, civil insurrection, acts of the public enemy, acts of civil or military authority, and which are beyond the reasonable control of, and without any fault or responsibility on the part of the NASA/U.S. Government and Jacobs Sverdrup or NASA/U.S. Government's contractors or subcontractors, NASA/U.S. Government and Jacobs Sverdrup shall not assume the risk of loss of such property and shall not be liable for damages to, or loss of, or destruction of such property.

(End of Clause)

#### **H.19 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. 20 ADVANCED AGREEMENT – RIGHTS IN DATA**

The following constitutes an advanced agreement between the Government and Sverdrup Technology Inc. (the "Contractor") pertaining to technical data and computer software delivered under this contract (Task Order No. 45-010007) and provided by Lockheed Martin Corporation, Space Systems Company, a subcontractor and pertaining to the interpretation of FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III.

(a) The following technical data and computer software shall be delivered to the Government with unlimited rights.

(1) With the exception of the Honeywell Power Supply, all design, qualification, and acceptance data related to the Ascent Thrust Vector Control (ATVC) (to include but not limited to drawings, schematics, models, analyses, plans, reliability predictions, and qualification/verification/validation documentation).

(2) Guidance, Navigation, and Control (GN&C) Software Module based upon NASA's algorithms.

(3) Flight test data collected prior to and during flight of the Ares I-1 Flight Test Vehicle (FTV) as reported in DRD No. 4501OP-AUFD.

(4) Ares I-1 unique (*i.e.*, not part of Atlas) cable design.

(5) Developmental Flight Instrumentation (DFI) system architecture design, system test, and system acceptance data.

(6) Video system architecture design, system test, and system acceptance data.

(7) Ares I-1 Mini GC3 system design, system test, and system acceptance data.

(b) To the extent necessary to comply with a Data Requirement (DR) or the Statement of Work, the Contractor may deliver limited rights data or restricted computer software to the Government in accordance with FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III. The following limited rights notice and restricted rights notice shall be applicable to limited rights data and restricted computer software, respectively, delivered under the contract.

#### **Limited Rights Notice**

1. (a) These data are submitted with limited rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007, Subcontract No. SVT06-105. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, evaluation by non-government evaluators for the evaluation

of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

2. (b) The Government further agrees to limit its use of these data to evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

#### **Restricted Rights Notice**

(a) This computer software is submitted with restricted rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007. It may not be used, reproduced, reverse engineered, or disclosed by the Government except as provided in paragraph (b) of this Notice.

(b) Contractor grants to the Government a restricted right to use this computer software required to be delivered or made available for use in performance of the Contract for the sole purpose of the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C, notwithstanding any other provision. The Government may disclose this software outside the Government for the following purposes, if any; provided that the Government makes such disclosure under conditions of confidentiality and is subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by non-government evaluators for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(c) The parties anticipate that modifications to limited rights data and restricted computer software will be made in the performance of the contract. A minor modification shall be as defined in connection with the definition of "commercial item" under FAR 2.101(b). In accordance with FAR 52.227-14 (g)(2) and (g)(3)(i), the Government agrees that the Contractor may use limited rights data and restricted computer software when delivering data to the Government.

(d) With respect to technical data and computer software delivered under the contract, the Contractor agrees not to intermingle limited rights data and/or restricted computer software with data having unlimited rights, except to the extent the Contractor clearly marks such data with the Limited Rights Notice and/or the Restricted Rights Notice, as appropriate, on a page-by-page basis.

(End of Clause)

## **H.21 ASSOCIATE CONTRACTOR AGREEMENTS**

(a) In order to achieve the requirements of this contract, the Contractor shall establish the means for coordination and exchange of information with Associate Contractors. The purpose of this clause is to facilitate cooperation among MSFC professional services contractors in providing support for accomplishing MSFC's mission. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements.

(b) MSFC requires Associate Contractor Agreements among prime, teammates, and their subcontractors to facilitate information exchange and to support MSFC.

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

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

(End of Clause)

## **H. 22 MSFC 52.223-93 ADVANCED NOTIFICATION OF CONTRACTOR EMPLOYEE DISCIPLINE OR INVOLUNTARY TERMINATION (FEB 2008)**

The Contractor agrees to coordinate with the Investigations Unit Lead Investigator in the MSFC Protective Services Office before taking any action to discipline or involuntarily terminate any of its onsite employees. In addition, the Contractor agrees to immediately notify the Investigations Unit Lead Investigator in the MSFC Protective Services Office if any of its onsite employees exhibit any established indicators of potentially violent behavior.

(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	<del>Personal Identity Verification of Contractor Personnel</del>	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)] ( )</u> <b>Offeror elects to waive the adjustment. (Ref. Section K.3)</b> Not Applicable	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 (Alternate I)	Aug 2003

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
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
52.227-1	Authorization and Consent (Alternate 1)	Apr 1984
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-11	Patents Rights-Ownership by the Contractor (Short Form) <b>Sierra Lobo and Draper Labs Only</b>	Dec 2007
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

<u>Number</u>	<u>Clause Title</u>	<u>Date</u>
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001
52.242-4	Certification Of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	Jul 1995
52.243-2	Changes-Cost Reimbursement	Aug 1987
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, <u>30 day notification</u>	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 Savings	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 (NOVEMBER 2004 [DEVIATION])**

(a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level.

Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

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

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

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

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

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

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

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

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

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

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

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

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

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to –

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

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

(End of clause)

#### **I.5 1852.215-84 OMBUDSMAN (OCT 2003)**

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

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

**(ALTERNATE I) (JUN 2000)**

- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

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

- (a) Definitions.

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

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

**"Small disadvantaged business concern,"** as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

**"Women-owned small business concern,"** as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

- (b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

- (c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of Clause)

**I.7 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)**

- (a) The purpose of the NASA Mentor-Protégé Program is for a NASA prime contractor to provide developmental assistance to certain subcontractors qualifying as protégés. Eligible protégés include small disadvantaged business concerns, women-owned small business concerns, Historically Black Colleges and Universities, and minority institutions meeting the qualifications specified in NASA FAR Supplement (NFS) 1819.7209.
- (b) NASA will evaluate the contractor's performance on the following factors. If this contract includes an award fee incentive, this assessment will be accomplished as part of the fee evaluation process.
  - (1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of protégés as subcontractors and suppliers;
  - (2) Specific actions taken by the contractor during this evaluation period to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;
  - (3) To what extent the protégé has met the developmental objectives in the agreement; and
  - (4) To what extent the firm's participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the mentor.
- (c) Semi-annual reports shall be submitted by the mentor to the NASA Mentor-Protégé program manager, NASA Headquarters OSDBU, to include information as outlined in paragraph (b).
- (d) The mentor will notify the OSDBU and the contracting officer, in writing, at least 30 days in advance of the mentor firm's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program;

- (e) Mentor and protégé firms will submit a "lessons learned" evaluation to the NASA OSDBU at the conclusion of the contract. At the end of each year in the Mentor-Protégé Program, the mentor and protégé, as appropriate, will formally brief the NASA Mentor-Protégé program manager, the technical program manager, and the contracting officer during a formal program review regarding Program accomplishments as pertains to the approved agreement.
- (f) NASA may terminate mentor-protégé agreements for good cause and exclude mentor or protégé firms from participating in the NASA program. These actions shall be approved by the NASA OSDBU. NASA shall terminate an agreement by delivering to the contractor a Notice specifying the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the agreement be terminated shall be submitted with the agreement as required in NFS 1819.7213(h).

(End of Clause)

#### **I.8 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

## **I.9 1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001)**

- (a) Definitions.

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

- (b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.
- (c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" 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.10 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.11 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.12 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.13 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.14 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.15 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.16 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.17 RESERVED**

**I.18 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)

**I.19 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)**

- (a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

**I.20 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)**

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to

Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
  - (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider’s organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**I.21 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

**Enclosure to PIC 06-01**

**PIV Card Issuance Procedures in accordance with** FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

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

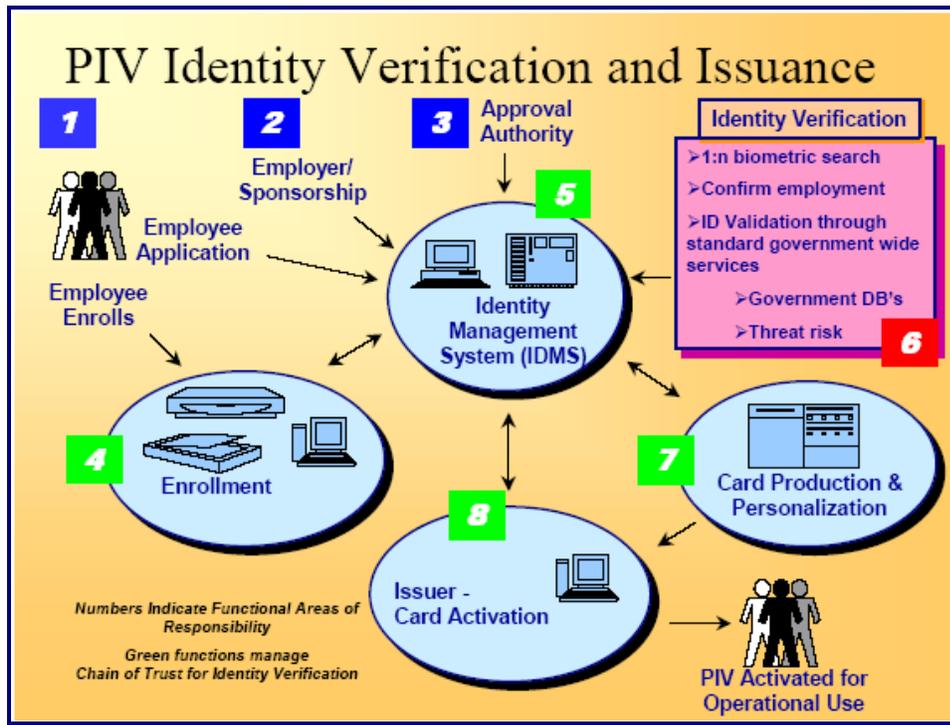


Figure A-1, FIPS 201, Appendix A

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

**Step 1:**

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

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

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

**Step 2:**

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

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

**Step 3:**

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

**Step 4:**

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

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability

---

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

determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

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

**Step 7:**

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

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

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

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

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

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

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(End of clause)

**I.22 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 \$ **5,000** 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 \$ **5,000** 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.

**“TBD”**

(f) This subcontract value does not include any consideration for the removal of the equipment listed below from the MVAN.

- i. 2 (two) communications equipment racks to be installed in the MVAN
- ii. Individual chassis of communications equipment to be installed into existing Subcontractor communications racks in the ASOC
- iii. The communications equipment to be installed in the existing ASOC communications racks in connection with the LCC command consoles for the firing room.

At contract completion, an equitable adjustment will be made to remove this equipment or to disposition the equipment as abandoned in place and any associated contract claim for equitable adjustment shall be subject to subcontract Section I.12 – Changes.

(End of Clause)

**I.23 52.232-22 LIMITATION OF FUNDS (APR 1984)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 85 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of:

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of:

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

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

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any. (48 CFR) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

**[END OF SECTION]**

Pages 62 through 66 redacted for the following reasons:

-----

(b)(4)