

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER > UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE 1 OF 105
2. CONTRACT NO. <b>NNC09BA02B</b>	3. SOLICITATION NO. NNC08ZMA031R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200273748
7. ISSUED BY NASA Glenn Research Center Attn: Kurt R. Brocone, Exploration Systems Branch 21000 Brookpark Road, Mail Stop 500-319 Cleveland, OH 44135-3191			CODE CHA/KRB	8. ADDRESS OFFER TO (If other than Item 7) <b>SAME ADDRESS AS BLOCK 7.</b>	

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until **4:30 p.m.** local time, on **SEE L. 13** (date).

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L., Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.**

10. FOR INFORMATION > CALL:	A. NAME Kurt R. Brocone	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE / NUMBER (216) 433-2884	EXT.	C. EMAIL ADDRESS Kurt.R.Brocone@nasa.gov
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(X)	.SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	33-51
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	52
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	7-8	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9-10	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	11-22	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	23-32	<input type="checkbox"/>			

**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT > (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS 0 %	20 CALENDAR DAYS 0 %	30 CALENDAR DAYS 0 %	CALENDAR DAYS 0 %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
	1	July 25, 2008	2	August 4, 2008
	3	August 8, 2008		

15. NAME AND ADDRESS OF OFFEROR ZIN Technologies 6745 Engle Rd. Middleburg Hts., OH 44130-7994	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Daryl Z. Laisure, President and CEO
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15B. TELEPHONE NO. (Include area code) (440) 625-2200	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE 	18. OFFER DATE 11/13/08
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION Obligate: \$1,000,000.00 PR 4200273748
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: > ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY NASA Shared Services Center (NSSC) Financial Management Division (FMD) - Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 Email: NSSC-AccountsPayable@nasa.gov Fax: 866-209-5415
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26. NAME OF CONTRACTING OFFICER (Type or print) Kurt R. Brocone	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 11/14/08
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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

**B.1 SCOPE OF WORK**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the work outlined in Section J hereof. The Contractor shall perform specific tasks that will be defined through the issuance of Delivery Orders, in accordance with the contract clause entitled "DELIVERY ORDERING PROCEDURE".

**B.2 INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT REQUIREMENTS**

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, this contract is defined as an indefinite delivery indefinite quantity (ID/IQ) type. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor. The total minimum and maximum dollar values of supplies or services to be acquired under this contract are set forth below:

**Base Period (3 Years)**

Contract Minimum: The Government will issue Delivery Orders (DOs) which provide for a minimum of \$1,000,000.00 for the three (3) year period of performance. There will be no further obligation on the part of the Government to issue additional Delivery Orders after meeting this minimum amount.

Contract Maximum: The Delivery Orders (DOs) issued under this contract shall not exceed a maximum of \$57,500,000.00 for the three (3) year period of performance.

The Contract Maximum shown above shall be increased by the following amounts if the Options are exercised:

**Option 1 (1 Year)**

If exercised, the Contract Maximum will be increased by \$18,400,000.

**Option 2 (1Year)**

If exercised, the Contract Maximum will be increased by \$18,600,000.

**Total Contract Value**

The contract maximum, including option years if exercised, is \$94,500,000.

**B.3 1852.216-84 ESTIMATED COST AND INCENTIVE FEE. (OCT 1996)**

Delivery Orders shall be issued on a cost plus incentive fee (CPIF) basis. Individual Delivery Orders will set forth the total estimated cost and incentive fee structure. The Target Fee Percentage, Minimum Percentage, and Maximum Percentages utilized for the Delivery Orders shown above, shall serve as a Not-to-Exceed Percentages applicable to all Delivery Orders issued under this contract. The Target Fee Not-to-Exceed Percentage is 5.5 %. The Minimum and Maximum Fee percentages applicable to all Delivery Orders are 4.5% and 6.5% respectively. Also see Clause H.20

For all Delivery Orders issued under this contract:

The cost sharing for cost under runs is:

Government 75 percent; Contractor 25 percent.

The cost sharing for cost overruns is:

Government 75 percent; Contractor 25 percent.

**B.4 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

- (a) Section I, Clause 52.232-22, Limitation of Funds (APR 1984), will apply individually to each Cost Reimbursable Delivery Orders issued under this contract. The total amount of funds allotted by the Government to this contract will be the sum of the funds allotted to all Delivery Orders issued.
- (b) Only expenditures against specific Delivery Orders authorized by the Contracting Officer shall be allocable or allowable under this contract. Notwithstanding such authorizations, in no event shall the Contractor exceed the total cost limitations imposed by the Limitation of Funds or Limitation of Cost clause of this contract, as applicable.
- (c) Each Delivery Order shall specify the total amount allotted by the government for purposes of payment of cost, exclusive of fee. In addition, each Delivery Order shall specify an additional amount which is obligated for payment of fee.
- (d) Funds will be obligated against this contract by a separate document entitled "Order for Supplies or Services" (Optional Form 347), as Delivery Orders are placed. Accounting and Appropriation data, and a funding limitation to which the Limitation of Funds clause will apply, will be specified on each Delivery Order. Unless otherwise stated on an individual Delivery Order, the notification requirement as required by the Limitation of Funds clause will solely apply to the total amount of funding available on the contract.
- (e) 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 \$947,867.00. This allotment is for the first Delivery Order to be issued under the contract entitled "**FCF (Fluid Combustion Facility) Sustaining Engineering & Operations Project**", and covers the following estimated period of performance: 10 weeks from the effective date of the Delivery Order.
- (f) An additional amount of \$52,133 is obligated under this contract for payment of fee for the first Delivery Order.

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

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

The Contractor shall provide the resources to perform the work in accordance with the following:

The Statement of Work entitled "Space Flight Systems Development and Operations Contract" is listed in Section J as Attachment J-1.

To comply with this requirement, all work done shall be in accordance with all Federal, State, and local environmental regulations, NASA Environmental Policy, and the NASA Glenn Research Center Environmental Programs Manual.

**SECTION D - PACKAGING AND MARKING**

**D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

- (a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT - COST-REIMBURSEMENT (MAY 2001)**

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

In accordance with the inspection clauses of this contract, the Government reserves the right to perform inspection and audits at any time and any place work is being performed under this contract. Government Quality Assurance Functions will be performed at source and at destination.

**E.3 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (APR 1984)**

(a) Definition. "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled AS9100 in effect on the contract date, which is hereby incorporated into this contract, or be working toward certification of AS9100, and should be certified within one year after contract award.

**E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

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

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

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

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

**"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND**

**NNC08ZMA031R**

WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

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

**E.6 INSPECTION AND ACCEPTANCE (GRC 52.246-92) (JAN 1987)**

Final inspection and acceptance of all work performed under this contract, including all deliverable items, will be performed at destination or as specified in the Delivery Order.

**E.7 INSPECTION SYSTEM AND QUALITY ASSURANCE - SUBCONTRACTS**

In accordance with Section 46.105 and 46.405 of the Federal Acquisition Regulation the Contractor shall invoke adequate inspection system requirements and Quality Assurance Requirements on subcontractors to ensure the required quality of materials, parts, components, and services for end-use for this contract. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA personnel, other NASA representatives and delegated Government agency per the surveillance plan. The authority and responsibility of the delegated agency (if any) will be defined in a letter of contract administration delegation.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)**

**F.2 52.247-34 F.O.B. DESTINATION (NOV 1991)**

**F.3 ORDERING PERIOD**

The period of this contract during which new delivery orders may be issued is three years from the effective contract date, with two one-year options to extend the ordering period to a maximum of five years. See Clause I.27 for completion of task orders beyond the ordering period.

**F.4 DELIVERY INSTRUCTIONS**

(a) The Contractor shall ship the items required under this contract to:

Specific shipping instructions will be identified in the Delivery Order description. Generally, the information required will include the following:

Marked for:

National Aeronautics and Space Administration

Glenn Research Center

21000 Brookpark Road

Cleveland, OH 44135

Receiving, Bldg. 21 (Attn: To be specified in Delivery Orders)

If the above address is NOT to be used for a contract deliverable item, the individual Delivery Order shall state the appropriate address for shipment.

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:

Any unique delivery instructions will be identified in the Delivery Order description.

(d) Additional marking instructions:

Any unique marking instructions will be identified in the Delivery Order description.

**F.5 OPTION TO EXTEND**

(a) In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may extend the ordering period in two one year increments, referred to as option 1 and option 2, by issuance of a unilateral contract modification.

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(b) In accordance with NFS 1817-207-70 (b)(1), the Government will perform an analysis to determine whether exercise of the option is in the Government's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition to the other factors contained in FAR 17.207 (e), the determination to exercise the option will consider, but is not limited to, the Contractor's performance in satisfying contract requirements; for example, receiving positive performance ratings.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 1852.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM).**

**G.2 RESERVED**

**G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**

**G.4 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (AS MODIFIED BY GRC DEC 2007) (NOV 2004)**

The following requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract.

a) The reporting categories for the NASA Form (NF) 533 reports are:

<b>No.</b>	<b>Reporting Category</b>
1	Direct Labor Dollars
2	Direct Labor Hours
3	Direct Labor Overhead Dollars
4	Material Overhead Dollars (if applicable)
5	G&A Dollars
6	Other Indirect Dollars (if applicable)
7	Travel Dollars
8	Materials/Supplies Dollars
9	Subcontract/Consultants (identify and list each separately)
10	Cost of Money (if applicable)
11	Total Cost
12	Fee
13	Total Price

b) The Contractor shall provide an explanation of any variance that exceeds  $\pm 5\%$  for each Delivery Order. This variance is calculated on the percentage difference between actual cost incurred/hours worked during month (Item 7a of NF 533M) and planned cost incurred/hours worked during month (Item 7b of NF 533M). If in any reporting period, the actual costs of the individual task exceed planned costs by more than  $\pm 10\%$ , the contractor shall provide a revised estimate at completion for the individual task.

c) The Contractor is required to submit a NF 533 summary of the entire contract (including both active & inactive delivery orders) and individual NF 533 reports for each active Delivery Order by reporting category identified in paragraph (a) above. In accordance with NASA Procedural Requirements (NPR) 9501.2, "NASA Contractor Financial Reporting," the contractor shall report the costs of each capitalized Property, Plant, and Equipment (PP&E) they have purchased or fabricated as separate items on the NF 533. NASA will assign a unique Work Breakdown Structure (WBS) element for each capitalized PP&E. The contractor will track and report its costs using the assigned NASA WBS element. PP&E should be capitalized when the total anticipated acquisition cost is equal to or greater than \$100,000 with an estimated useful life of 2 years or more.

d) In addition to the report submission requirements of NPR 9501.2, the NF 533 reports shall also be submitted electronically to the Contracting Officer, Contracting Officer's Technical Representative, and

Project Control Specialist in Microsoft Excel format; the spreadsheets shall include any formulas used in the calculations. If the Excel reports do not contain the formulas used in the calculations, NASA will accept a narrative explanation.

**G.5 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT - DELIVERY ORDER CONTRACT (GRC 52.232-106) (APR 2008)**

(a) All vouchers or invoices submitted for payment shall include a reference to the number of this contract.

(b) All vouchers or invoices submitted for payment SHALL IDENTIFY ALL COSTS (INCLUDING: G & A, COM, OH, ETC.) FOR EACH DELIVERY ORDER AS A SEPARATE LINE ITEM.

(c) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph (c)(1) or (c)(2) below, whichever is applicable.

(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be submitted to:

NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) – Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
FAX: 866-209-5415

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

(ii) Copies of vouchers should be submitted as follows:

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor

Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

(2) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (c)(1), the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent Contractor's attachment to the cognizant DCAA office.

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

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor

Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

(iii) The Contracting Officer may designate other recipients as required.

(d) Vouchers for payment of fee shall be forwarded to:

NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) – Accounts Payable  
Bldg. 1111, C. Road  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
FAX: 866-209-5415

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

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

**G.6 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)**

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

Current listing of New Technology and Patent Representatives is available in the NASA Procurement Library at the following URL:

<http://ec.msfc.nasa.gov/hq/library/newtechpocs.html#newtech>

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

**G.7 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

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

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

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

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

(1) Rescinded in its entirety; or

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

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

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

**G.8 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

**G.9 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(DEVIATION) (SEPTEMBER 2007)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

See NASA Procedural Requirements (NPR) 4200.1, "NASA Equipment Management Manual", NPR 4200.2, "NASA Equipment Management User's Guide for Property Custodians", NPR 4300.1, "NASA Personal Property Disposal", and NPR 4310.4, "Identification and Disposition of NASA Artifacts", for applicable user responsibilities.

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

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

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

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

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all

contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

(c) The following property and services are provided if checked.

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property

(ii) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: NASA Glenn Research Center. (See specific delivery order for facilities provided).

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

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

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

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies.

Moving services may be provided on-site, as approved by the Contracting Officer.

#### **G.10 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEPTEMBER 2007)**

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

#### **G.11 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques", and NASA Standard (NASA-STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts". This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

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(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description

(2) Unique Identification Number (License Tag)

(3) Unit Price

(4) An explanation of the data used to make the unique identification number

(d) For items physically transferred under paragraph (a) the following additional data is required:

(1) Date originally placed in service

(2) Item condition

(3) Date last serviced

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below: [ ]

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

### **G.12 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEPTEMBER 2007)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

Patricia Dimaline  
NASA Glenn Research Center  
21000 Brookpark Road, M/S  
Cleveland, OH 44135-3191  
Phone: 216.433.2893  
FAX: 216.433.8851  
E-mail: Patricia.M.Dimaline@nasa.gov

**G.13 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (DEVIATION) (SEP 2007)**

(a) For performance of work under this contract, the Government will make available Government property identified in Attachment J-3 of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at Contractor's site (TBD) and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

**G.14 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (DEVIATION) (SEP 2007)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory -

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

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(i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall -

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of -

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

**G.15 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (DEVIATION) (SEPTEMBER 2007)**

(a) Items of Government property flown in space or used to support other pioneering NASA programs have increased probability of historic significance and an intrinsic value that is likely to exceed their unused material or physical value. Descriptions of physical characteristics alone are often insufficient to determine an item's historic significance or real value. In addition to the property record data required by the clause at FAR 52.245-1, Government Property in this contract, Contractor records of all Government property under this contract shall --

(1) Identify the projects or missions that used the items;

(2) Specifically identify items of flown property;

(3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and

(4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions --

(1) On any Standard Form 1428, Inventory Schedule;

(2) In automated disposition systems;

(3) In any other disposition related reports; and

(4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government-furnished property prior to disposition without the advanced written approval of the NASA Industrial Property Officer.

**G.16 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (SEP 2007)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**

**H.2 1852.223-70 SAFETY AND HEALTH (APR 2002)**

**H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

**H.4 1852.228-72 CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES (SEP 1993)**

**H.5 1852.228-76 CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEC 1994)**

**H.6 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006)**

**H.7 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)**

**H.8 DELIVERY ORDERING PROCEDURE**

(a) Only the Contracting Officer may issue Delivery 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 Delivery Orders and Delivery 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 Delivery 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 Delivery 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 the number of calendar days specified in the Contracting Officer's request, the Contractor shall submit a delivery order plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a Delivery Order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

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- (3) Functional description of the work identifying the objectives or results desired from the Delivery 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 Delivery 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 Delivery Order.
- (f) If time constraints do not permit issuance of a fully defined Delivery Order in accordance with the procedures described in paragraphs (a) through (d), a Delivery 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 Delivery Order and the Contractor's approved task plan, the Delivery Order shall prevail.

### **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 NASA Glenn Research Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

**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.

TBD (To be specified in individual Delivery Orders)

**H.11 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT (FEB 2003)**

In addition to the final report required under this contract, for each delivery order, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

**H.12 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)**

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

New Year's Day

Labor Day

Martin Luther King, Jr. Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

**H.13 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated August 29, 2008 are hereby incorporated by reference in this resulting contract.

**H.14 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (GRC 52.209-90)  
(AUG 2006)**

(a) **BADGES.** All Contractor personnel having a need to enter areas of the Glenn Research Center or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the Glenn Research Center or Plum Brook Station. In addition to the requirements contained herein, the Contractor shall comply with Glenn Procedures and Guidelines GLPG 3730.1, Managing Conduct and Other Employee Issues, incorporated herein by reference and made a part hereof.

(1) Resident Contractors (employees with picture badges)--

(i) The on-site company supervisor will notify the Main Gate Badge Clerk at PABX 3-2206 when a new employee is reporting to work. The Badge Clerk will give the company supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.

(ii) When an employee terminates and/or resigns employment, the company shall issue to the employee NASA Form C-10087, Non-NASA Separation Clearance Record. The company shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their Government issued I.D. badge.

(iii) The Contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(2) Non-Resident Contractors (employees with non-picture badges). The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421) a copy of which will be given the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are quoted below:

(i) Ensure that each company employee is in possession of NASA Form C-9975 prior to reporting to work for badging purposes. Employees not in possession of the above mentioned for will be delayed at the gate until such time as the company supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.

(ii) Report lost badges immediately.

(iii) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. It should be recognized that security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

**(b) NASA-OWNED PROPERTY**

(1) The term "NASA-Owned Property" refers to all controlled (tagged) and non-tagged equipment, library property, security badges, computer passwords and other property furnished by the Government during the course of the contract.

(2) The Contractor shall ensure that all NASA-Owned property issued to its employees is returned and in satisfactory condition upon termination of an employee's duties. In cases where accountability for the property is transferred from one employee to another, the NASA Equipment Management System (NEMS) Control office of the Logistics Management Division must be notified. At the completion of the Government contract, all property will be returned, and the contract value will be adjusted for any property not accounted for.

(3) When access to Federal computer systems has been granted, the Contractor shall ensure that its employees comply with the clause of the contract entitled "SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION RESOURCES (NFS 1852.204-76)".

**(c) EMERGENCIES**

(1) The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system. Emergencies are defined as incidents involving serious personal injury or damage that causes a possible hazardous condition, or any incidents that require immediate attention of the Plant Protection Department or Security. All other medical treatment is the responsibility of the Contractor.

(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Technical Representative (COTR)(rather than dialing "911") in the event of an accident involving either personal injury or damage to property whether public or private, including damage to motor vehicles. They shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(3) The Chairman of the appropriate Accident Investigation Board will notify the Contractor through the COTR as to the date and time and location of the Board meeting. The Board meetings will be held between the hours of 8:15 a.m. and 4:45 p.m. regular work days Monday through Friday.

(4) For Contractor duties where continuous manning of posts is mandatory during a work shift, the Contractor shall provide substitute personnel as required for manning these posts during the meeting of the Accident Investigation Boards.

**(d) TRAFFIC**

(1) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of NPD 1600.2 and NHB 1620.1 incorporated herein by reference and made a part hereof.

(2) The Government reserves the right to bar from the Glenn Research Center any Contractor employee who has failed to comply with such signs, signals, instructions and the provisions of NPD 1600.2 and NHB 1620.1. The period of the bar shall be as determined appropriate by the Contracting Officer subject to the provisions of NPD 1600.2 and NHB 1620.1. The Contracting Officer will notify the Contractor in writing, setting forth the name(s) of the affected employees(s) and the time period(s) of the bar(s). No action by the Government in barring any Contractor employee from the Glenn Research Center shall be the basis for any claim whatever by the Contractor under this contract, nor shall it excuse the Contractor from complying with any provision of this contract.

**(e) ON-SITE STANDARDS OF CONDUCT**

(1) The Contractor's entry onto the Center shall be pursuant to fulfilling its contractual obligations, and any related activities thereto. Contractor personnel gaining access to Glenn facilities are required to certify that they meet the minimum ethical standards for entry onto a Government facility. Falsification of this certification could lead to criminal prosecution.

(2) The Contractor agrees to comply, and agrees to require that all of its personnel will comply with all applicable Federal and State statutes and regulations, NASA policy and guidance documents, Glenn policy and guidance documents, and other regulations pertaining to personal conduct while on-site. Any conduct prejudicial to the efficient operation of the Center shall be cause for removal from the Center.

**(f) PROHIBITION OF FIREARMS.** Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

**(g) SECURITY INCIDENTS.** Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Office.

**(h) PROPERTY PASSES.** A Contractor Property Pass (NASA Form C-702) is required for the removal of all Contractor owned property and equipment and must be presented to the gate guard upon exit. This form can be obtained from the COTR (or designee) or the Glenn employee responsible for the Contractor's presence at the Center. This form must contain a complete description of the material/equipment being removed and should be signed by the authorized Government employee. Material relating to a specific contract or purchase order must be identified by insertion of the appropriate contract/purchase order number on the pass by the COTR or designee.

**(i) AFTER-HOUR ACCESS.** During normal working hours, 7:00 a.m. to 5:30 p.m. Monday through Friday, the guards at the gates will permit your entrance and departure. At any other time (other than normal hours), advance clearance is required, and may be obtained through the Glenn/Plum Brook COTR or Inspector who will then make the request to the Main Gate Sergeant PABX 3-2204 at Glenn and 3-3221 at Plum Brook. After-hour clearances as approved by the COTR Inspector are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays.

**(j) CONTRACTOR IDENTIFICATION.** To avoid situations whereby the actions of onsite contractor employees can be construed as that of Government officials, the onsite contractor shall take the following actions:

(1) Insure that employees properly display their badge at all times.

(2) Institute a policy whereby employees who, in their normal course of duties, answer telephone inquiries, participate in meetings with Government and other contractor personnel or deal with the general public appropriately identify themselves so their actions cannot be construed as that of Government officials.

(3) Institute a policy whereby business correspondence, including emails and memoranda, includes the name of the company in the signature line. Use company letterhead for internal company matters and letters/memos signed by company personnel.

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(4) For onsite office space primarily occupied by company personnel, clearly indicate on the exterior of the office space the company name.

### **H.15 PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES (GRC 52.204-96) (AUG 2006)**

"PIV Card Issuance Procedures", posted on the World Wide Web at <http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc> are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors", dated January 18, 2006.

### **H.16 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (AS MODIFIED BY GRC OCT 2007) (DEC 2006)**

The following requirements are in addition to those stated in the Final Scientific and Technical Reports clause (1852.235-73) of this contract.

(1) In addition to the requirements of NASA Procedural Requirements (NPR) 2200.2, "Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information," the format and content of the Final Report shall also follow NASA-SP-2005-7602 "NASA Publications Guide for Authors." This document is available at <http://www.sti.nasa.gov> [Click on "Publish STI" and scroll down to "NASA/SP-2005-7602", where you can link to the document.].

(2) The Final Report shall include a section entitled "New Technology". This section shall identify all non-patentable discoveries such as improvements, innovations, and computer codes; and all patentable inventions, whether developed or discovered during the performance of the contract. Possible secondary applications of reported new technology shall also be included in this section.

(3) If a final report is required for the individual Delivery Order, the Contractor shall comply with this Final Report requirement at the time of Delivery Order completion.

### **H.17 SAFETY AND HEALTH PLAN**

The contractor's Safety and Health Plan shall be added via a separate contract modification.

### **H.18 ASSOCIATE CONTRACTOR AGREEMENTS**

(a) In order to achieve the requirements of this contract, the Contractor shall establish, in conjunction with the NASA Glenn Research Center Advanced Flight Projects Office and/or the Space Flight Systems Directorate, the means for coordination and exchange of information with Associate Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The Associate Contractors contemplated by this clause have not been established at the time of contract award, but will be added by contract modification to this paragraph as required.

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

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

**H.19 DELIVERY ORDER PRICING RATES**

a. In preparing the delivery orders as called for in Clause H.8 above, the Contractor shall use the listed rates, or lower, when estimating the costs of performing all Delivery Orders issued under the resulting contract. **These rates are “Not to Exceed” ceiling rates.** As such, the Contractor will be permitted to base its Delivery Order estimates on lower rates than are listed in the tables. Both parties agree to use the listed rates, or lower, as the basis for establishing the estimated cost or price of individual orders, together with any other direct costs specific to the Delivery Order. The labor categories proposed when estimating each Delivery Order must reflect those which the contractor expects will be needed in the performance of the Delivery Order. During the performance of the Delivery Order, it is the contractor’s responsibility, and the contractor’s right, to determine and adjust, as necessary, the amount and skill mix of labor. The Government will pay the actual costs incurred as specified in the order, subject to the limits established by the “Limitation of Costs,” or the “Limitation of Funds” clauses.

b. Hourly labor rates: Hourly labor rates are found in Attachment J-10.

See Attachment J-4, page 1 of 2

c. Indirect Rates:

	Year 1	Year 2	Year 3	Year 4	Year 5
Taxes and Fringe Benefits (as a % of wages)	%	%	%	%	%
Other Labor Overhead (as a % of _____)	%	%	%	%	%
Other Indirect Costs (as a % of _____)	%	%	%	%	%
G&A (as a % of _____)	%	%	%	%	%

See Attachment J-4, page 2 of 2

**H.20 FEE MATRIX**

The Contractor shall propose incentive fee for each delivery order contemplated or issued in accordance with Clause H.8, Delivery Ordering Procedure and Clause H.21, Supplemental Delivery Order Procedure, as follows:

(a) Minimum, Target, and Maximum Fee Dollars

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The target fee proposed for each delivery order shall not exceed 5.5 percent of the total estimated target cost.

The minimum fee proposed for each delivery order shall not exceed 4.5 percent of the total estimated target cost.

The maximum fee proposed for each delivery order shall not exceed 6.5 percent of the total estimated target cost.

**(b) Incentive Fee Structures**

The following incentive fee structures are applicable to this contract:

<b>STRUCTURE 1:</b>		<b>STRUCTURE 4:</b>	
COST	25%	COST	100%
SCHEDULE	15%	SCHEDULE	0%
PERFORMANCE	60%	PERFORMANCE	0%
<b>STRUCTURE 2:</b>		<b>STRUCTURE 5:</b>	
COST	25%	COST	50%
SCHEDULE	37.5%	SCHEDULE	25%
PERFORMANCE	37.5%	PERFORMANCE	25%
<b>STRUCTURE 3:</b>		<b>STRUCTURE 6:</b>	
COST	25%	COST	25%
SCHEDULE	0%	SCHEDULE	75%
PERFORMANCE	75%	PERFORMANCE	0%
<b>*STRUCTURE 7:</b>			
COST	TBD		
SCHEDULE	TBD		
PERFORMANCE	TBD		

One of the preceding incentive fee structures shall be applied to allocate the target fee available for each delivery order contemplated or issued in accordance with Clause H.8, Delivery Ordering Procedure and Clause H.21, Supplemental Delivery Order Procedure.

\* This structure may be determined by the Government for a unique requirement(s).

**H.21 SUPPLEMENTAL DELIVERY ORDER PROCEDURE**

When the Government issues a request for a “delivery plan” to the Contractor in accordance with Clause H.8, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the delivery order requirements. The Contractor shall use the labor categories; target labor cost rates, and target indirect cost rates listed in Clause H.19 to calculate the proposed target cost to perform delivery order requirements.

The Contractor agrees that only those appropriate target labor cost rates and target indirect cost rates found in the applicable Clause H.19 matrices shall be used to calculate and negotiate the target costs for all delivery orders issued in accordance with Clauses H.8 Delivery Ordering Procedure.

The Contractor agrees that only the appropriate incentive fee structures in H.20, Fee Matrix shall be used to establish the incentive fee structure for each delivery order issued in accordance with Clause H.8 Delivery Ordering Procedure. The Government shall solely determine the appropriate incentive fee structure for each delivery order issued under the contract.

## **H.22 PRE-DELIVERY ORDER PLANNING COSTS**

It is recognized that in the performance of this contract, planning/coordination effort shall be required by the Contractor to support the generation of Delivery Orders. Notwithstanding the fact that these costs will be incurred prior to the formal execution of a Delivery Order, these costs shall be allowable as direct costs under the subsequent Delivery Order which is issued. In the event that a Delivery Order does not result from the pre-planning effort, the Contracting officer will provide direction as to which Delivery Order the charges should be assessed.

## **H.23 TERMINATION**

The FAR clause Termination (Cost-Reimbursement) (MAY 1986) applies to this contract as a whole and to each individual Delivery Order issued under this contract. Therefore, an individual Delivery Order may be terminated either for default or for the convenience of the Government.

**SECTION I - CONTRACT CLAUSES**

- I.1 52.202-1 DEFINITIONS (JUL 2004)**
- I.2 52.203-3 GRATUITIES (APR 1984)**
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**
- I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**
- I.10 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)**
- I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**
- I.12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**
- I.13 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)**
- I.14 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)**
- I.15 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 1999)**
- I.16 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.17 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**
- I.18 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**
- I.19 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)**
- I.20 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**
- I.21 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**

**I.22 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

**I.23 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)**

**I.24 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**

(3) The designated payment office will make interim payments for contract financing on the 30<sup>th</sup> day after the designated billing office receives a proper payment request.

**I.25 52.216-10 INCENTIVE FEE (MAR 1997)**

(e) *Fee payable.* (1) The fee payable under this contract shall be the target fee increased by [See Clause B.3] cents for every dollar that the total allowable cost is less than the target cost or decreased by [See Clause B.3] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [See Clause B.3] percent or less than [See Clause B.3] percent of the target cost.

**I.26 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 Delivery Orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract effective date through the end of the ordering period date as shown in Clause F.3.

**I.27 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(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 twelve (12) months beyond the completion date of the contract.

**I.28 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at any time during the period of performance of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**I.28 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

**I.29 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

**I.30 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)**

**I.31 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

**I.32 52.222-3 CONVICT LABOR (JUN 2003)**

**I.33 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)**

**I.34 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)**

**I.35 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**I.36 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**

**I.37 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**

**I.38 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

**I.39 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**

**I.40 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)**

**I.41 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)**

**I.42 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

**I.43 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

**I.44 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)**

**I.45 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)**

**I.46 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**I.47 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)**

**I.48 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

**I.49 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on TBD , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated August 29, 2008, upon which this contract is based.

**I. 50 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**

**I.51 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**

**I.52 52.232-17 INTEREST (JUN 1996)**

**I.53 52.232-22 LIMITATION OF FUNDS (APR 1984)**

This Clause is applicable to each individual Delivery Order. SEE Clause B.4

**I.54 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

**I.55 52.232-25 PROMPT PAYMENT (OCT 2003)**

**I.56 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by *15 days prior to submission of the first request for payment.* If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

**I.57 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) – Accounts Payable  
Bldg.1111, C. Road  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
FAX: 866-209-5415

**I.58 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)**

**I.59 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**

**I.60 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

**I.61 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

**I.62 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**

**I.63 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**

**I.64 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**

**I.65 52.242-13 BANKRUPTCY (JUL 1995)**

**I.66 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987)**

**I.67 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)**

**I.68 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**

**I.69 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) *Government response.* The Contracting Officer shall promptly, within 30 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

**I.70 52.244-2 SUBCONTRACTS (JUN 2007)**

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: N/A

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

**I.71 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**I.72 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)**

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.73 52.245-1 GOVERNMENT PROPERTY**

**I.74 52.245-9 USE AND CHARGES. (JUN 2007)**

**I.75 52.246-23 LIMITATION OF LIABILITY (FEB 1997)**

**I.76 52.246-24 LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)**

**I.77 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**

**I.78 52.249-14 EXCUSABLE DELAYS (APR 1984)**

**I.79 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**I.80 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)**

**I.81 1852.209-72 COMPOSITION OF THE CONTRACTOR (DEC 1988)**

**I.82 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)**

**I.83 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)**

**I.84 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

**I.85 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)**

**I.86 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)**

**I.87 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1998)**

**I.88 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)**

**I.89 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**

**I.90 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).

**I.91 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)**

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

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

*Small business concern* means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at [http://www.sba.gov/services/contracting\\_opportunities/sizestandardsttopics/](http://www.sba.gov/services/contracting_opportunities/sizestandardsttopics/).

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. (*Contractor to sign and date and insert authorized signer's name and title*).

**I.92 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole

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or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to

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any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.93 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

### **I.94 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

### **I.95 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward 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:

Dr. Sunil Dutta  
NASA Glenn Research Center  
21000 Brookpark Road, Mail Stop 500-105  
Cleveland, OH 44135-3191  
Telephone: (216) 433-8844  
FAX: (216) 433-2946  
E-mail: Sunil.Dutta@grc.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. 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.

(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.

**I.96 1852.227-14 RIGHTS IN DATA - GENERAL**

As prescribed in 1827.409(a), add the following subparagraph (3) to paragraph (d) of the basic clause at FAR 52.227-14:

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

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

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

(End of addition)

**I.97 1852.243-70 ENGINEERING CHANGE PROPOSALS (OCT 2001) –  
ALTERNATE II (SEP 1990)**

(a) Definitions.

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

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(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" [*price or estimated cost*] increase or decrease adjustment amount, if any, and the required [*time of delivery or 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" [*price or estimated cost*] and [*delivery or period of performance*] adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

### **I.98 52.223-10 WASTE REDUCTION PROGRAM (MODIFIED BY GRC DEC 2007)(AUG 2000)**

Waste Reduction Reporting –The Contractor shall submit a report for all operations and facilities covered by this contract about its program to promote and implement cost effective waste reduction and affirmative procurement programs required by 42 U.S.C. 6962 and 7 USC 8102 for all products designated in the Environmental Protection Agency's (EPA) Comprehensive Procurement Guideline (40 CFR Part 247) and United States Department of Agriculture (USDA) BioPreferred Procurement Guideline (7 CFR part 2902, subpart B). The reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by December 15 at the address listed at <http://netsdetail.grc.nasa.gov>. The report will be provided to the Contracting Officer and the GRC Environmental Management Branch. The Contractor's programs shall comply with applicable Federal, State, and local requirements, NASA Environmental policy, and the NASA Glenn Research Center Environmental Program Manual. The Contractor's programs shall comply with Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.), the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 USC 8102; Executive Order 13101 of September 14, 1998, Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition; and the Energy Policy Act of 2005, Public Law 109-58; and implementing regulations (40 CFR Part 247 and 7 CFR part 2902, subpart B). A complete listing of all categories and products designated in EPA's Comprehensive Procurement Guideline can be found at <http://www.epa.gov/cpg/products.htm>. A complete listing of all categories and products designated in USDA's BioPreferred Procurement Guideline can be found at <http://www.usda.gov/biopREFERRED>.

**I.99 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (Deviation)**

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

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

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

(b) IT Security Requirements.

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

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

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

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

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

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

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in

accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

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

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

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

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

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

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

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

(c) Physical and Logical Access Requirements.

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

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

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

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or

aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **I.100 1852.234-2 EARNED VALUE MANAGEMENT SYSTEM (NOV 2006)**

Insert N/A in Paragraph (f)(1)

#### **I.101 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

#### **I.102 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.

**I.103 CHANGES TO PRODUCT AND/OR PROCESS DESCRIPTION(S) (JUN 2007)**

- (a) The Contractor shall perform in accordance with the product and/or process description(s) in the Statement or Work/Specification of this contract. If the Contractor proposes to change the product and/or process description(s), the Contractor shall submit a written request to the Contracting Officer and receive written approval before proceeding with the change.
- (b) The Contractor's request shall include a description of the proposed change and supporting information in sufficient detail to permit all technical and cost/price evaluations necessary.
- (c) If the proposed change is approved, implementation will occur by the issuance of a modification to this contract.
- (d) If the proposed change is not approved, the Contracting Officer will notify the Contractor in writing, explaining the reasons for the disapproval.

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

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

**J.1 Statement of Work (Attachment J-1)**

**J.2 Contract Data Requirements List (CDRL) (Attachment J-2)**

**J.3 List of GFP furnished “as is” and Transition Delivery Orders (Attachment J-3)**

Listings of Government Furnished Property and Delivery Orders that are available from the current contract for transition to SpaceDOC are provided in Attachment J-3. With the exception of GFP listed under the Fluid Combustion Facility Delivery Order, all GFP is presently resided at the current contractor site, requiring transition to SpaceDOC contractor.

**J.4 List of Facilities**

B333 - Following the development and delivery of the Fluids and Combustion Facility (FCF) flight units this year, B333 High Bay will house the integration activities for the FCF and its follow-on payloads. The FCF Combustion Integrated Rack (CIR) and the Fluids Integrated Rack (FIR) Ground Integration Units are replicas of the flight units and will be used to integrate and test payloads prior to delivery to the launch site, assist in troubleshooting on-orbit technical problems, and checkout hardware and software upgrades prior to implementation with flight hardware. Also located in the high bay is the Payload Rack Checkout Unit (PRCU), which simulates the ISS US Lab mechanical, electrical and communications/data interfaces, integral to the aforementioned integration and test activities.

B333 also houses the Telescience Support Center (TSC), the Glenn Research Center's payload operations center. Research investigators and their engineering and operations team conduct operations of their on-orbit investigations on ISS. The TSC provides real-time telemetry, data processing and archival, commanding, communications, video, etc. to allow the monitoring, control and commanding of research hardware on ISS to ensure efficient and productive research.

B110 - The Space Experiment Laboratory provides access control, Class 100K clean rooms for the development of research hardware in Fluid Physics, materials science and combustion science disciplines. Additionally, within the high bay is the enhanced Zero-Gravity Locomotion Simulator, part of the Exercise Countermeasures Laboratory, which assists in validating efficient exercise prescriptions and providing exploration exercise hardware, required to maintain crew health and safety during long duration space exploration.

**J.5 IT Security Plan**

See Clause I.99 (due 30 Days after Contract Award)

**J.6 Bid Labor Rates (Attachment J-4)**

**b(4)**