

**SECTION B--SUPPLIES OR SERVICES AND PRICE/COST**

- B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED (GSFC 52.211-90) (MAR 2014)**
- B.2 ESTIMATED COST, FIXED FEE AND ON-ORBIT PERFORMANCE INCENTIVE**
- B.3 PERFORMANCE INCENTIVE (1852.216-88)(JAN 1997)**
- B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)**
- B.5 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)**

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

- C.1 SCOPE OF WORK (GSFC 52.211-91) (AUG 2013)**
- C.2 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (GSFC 52.227-90) (MAR 2008)**

**SECTION D--PACKAGING AND MARKING**

- D.1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70) (SEP 2005)**
- D.2 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)**
- D.3 CLAUSES INCORPORATED BY REFERENCE**

**SECTION E--INSPECTION AND ACCEPTANCE**

- E.1 INSPECTION OF RESEARCH AND DEVELOPMENT – COST-REIMBURSEMENT (52.246-8)(MAY 2001)**
- E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)**
- E.3 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)**
- E.4 ACCEPTANCE—LOCATIONS. (GSFC 52.246-93) (SEP 2013)**
- E.5 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)**
- E.6 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (APR 2013)**
- E.7 CLAUSES INCORPORATED BY REFERENCE**

**SECTION F--DELIVERIES OR PERFORMANCE**

- F.1 STOP WORK ORDER (52.242-15) (AUG 1989) --ALTERNATE I (APR 1984)**
- F.2 PERIOD OF PERFORMANCE (GSFC 52.217-92)(JAN 2014)**
- F.3 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (NOV 2012)**
- F.4 CLAUSES INCORPORATED BY REFERENCE**

**SECTION G--CONTRACT ADMINISTRATION DATA**

- G.1 NEW TECHNOLOGY(1852.227-70) (MAY 2002)**
- G.2 TECHNICAL DIRECTION(1852.242-70) (SEP 1993)**
- G.3 TRAVEL OUTSIDE OF THE UNITED STATES(1852.242-71) (DEC 1988)**
- G.4 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING(1852.242-73) (NOV 2004)**
- G.5 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (1852.245-70)(JAN 2011)**
- G.6 PROPERTY MANAGEMENT CHANGES (1852.245-75) (JAN 2011)**
- G.7 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY(1852.245-78) (JAN 2011)**
- G.8 PAYMENT OF FIXED FEE(1852.216-75) (DEC 1988)**
- G.9 SUBMISSION OF VOUCHERS FOR PAYMENT (GSFC 52.216-103)(MAY 2014)**
- G.10 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT**

**REPRESENTATIVE (1852.227-72) (JULY 1997)**  
**G.11 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)**  
**G.12 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76)(JAN 2011)**  
**G.13 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (JAN 2011)**  
**G.14 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(JAN 2012)**  
**G.15 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (GSFC 52.245-94)(DEC 2007)**  
**G.16 CLAUSES INCORPORATED BY REFERENCE – SECTION G**

**SECTION H--SPECIAL CONTRACT REQUIREMENTS**

**H.1 RESTRICTIONS ON PRINTING AND DUPLICATING (1852.208-81)(NOV 2004)**  
**H.2 MAJOR BREACH OF SAFETY OR SECURITY(1852.223-75)(FEB 2002)**  
**H.3 EXPORT LICENSES (1852.225-70) (FEB 2000)**  
**H.4 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (1852.228-78)(OCT 2012)**  
**H.5 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73)(DEC 2006)-ALTERNATE II (DEC 2005)**  
**H.6 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM(1852.244-70)(APR 1985)**  
**H.7 SAFETY AND HEALTH (SHORT FORM)(1852.223-72)(APR 2002)**  
**H.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR(GSFC 52.204-100) (SEP 2013)**  
**H.9 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (FEB 2014)**  
**H.10 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (NOV 2009)**  
**H.11 RIGHTS IN DATA(GSFC 52.227-99)(JUN 2012)**  
**H.12 ADDITIONAL LAUNCH SUPPORT (GSFC 52.243-90) (OCT 1988)**  
**H.13 LAUNCH DELAYS (GSFC 52.243-91)(FEB 1991)**  
**H.14 PHASED EFFORT**  
**H.15 CLAUSES INCORPORATED BY REFERENCE – SECTION H**

**SECTION I--CONTRACT CLAUSES**

**I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE**  
**I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-9) (JUL 2013)**  
**I.3 NOTIFICATION OF OWNERSHIP CHANGES (52.215-19)(OCT 1997)**  
**I.4 SMALL BUSINESS SUBCONTRACTING PLAN(52.219-9) (JAN 2014)(DEVIATION ALTERNATE II (OCT 2001)**  
**I.5 RIGHTS IN DATA-GENERAL (52.227-14) (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14-ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)**  
**I.6 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS(52.232-40)( DEC 2013)**  
**I.7 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (52.247-67)(FEB**

2006)

***I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)***

***I.9 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)***

***I.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76)(JAN 2011)***

***I.11 OMBUDSMAN (1852.215-84)(NOV 2011)***

***I.12 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)***

***I.13 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)***

***I.14 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA(1852.225-74) (JUNE 2013) (DEVIATION)***

***I.15 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)***

***I.16 ACCESS TO SENSITIVE INFORMATION (1852.237-72)(JUN 2005)***

***I.17 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)***

**SECTION J--LIST OF ATTACHMENTS**

***J.1 LIST OF ATTACHMENTS***

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

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED (GSFC 52.211-90)(MAR 2014)**

The Contractor shall provide all resources (except as may be expressly stated in the as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A.

**Phase B-F Deliverables:**

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
1	Services and Deliverables in accordance with Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW
2	Contract Data Requirements List (CDRL) Deliverables	Clause J.1 – Attachment B	In Accordance with Attachment B	In Accordance with Attachment B
3	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving &
4	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
5	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests–30 days in Advance of Travel Reports– Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
6	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
7	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15 <sup>th</sup> and Final Report	NF 1018 Electronic Submission System (NESS)
8	Physical Inventory of Capital Personal	Section G NFS 1852.245-78	Within 10 Calendar Days of	Property Administrator

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
	Property Reporting		Annual Physical Inventory	
9	Small Business Subcontracting Plan Reporting	Section H GSFC 52.219-90	ISR–Semi-Annual (April 30 <sup>th</sup> and October 30 <sup>th</sup> ) and Final SSR–Annual (October 30 <sup>th</sup> )	Electronic Format/ Electronic Subcontract Reporting System (eSRS)
10	Reporting of Inventions	Section G NFS 1852.227-72 Section G NFS 1852.227-70 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent
11	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
12	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
13	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
14	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
15	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
16	Final Report	Section H NFS 1852.235-73, ALT II	30 days after contract completion	Electronic Format/ Contracting Officer (CO) & Contracting Officer's Representative (COR)

\*High Value Items in accordance with FAR 52.246-24.

(End of text)

**B.2 ESTIMATED COST, FIXED FEE AND ON-ORBIT PERFORMANCE INCENTIVE**

- (a) The estimated cost of this contract is \$ \_\_\_\_\_ exclusive of the fixed fee of \$ \_\_\_\_\_ . The total estimated cost and fixed fee is \_\_\_\_\_.
  
- (b) Total estimated cost, fixed fee, and on-orbit performance incentive for this contract is \_\_\_\_\_ . The on-orbit performance incentive fee pool allocation is \_\_\_\_\_.

(End of Text)

**B.3 1852.216-88 PERFORMANCE INCENTIVE (JANUARY 1997)**

- (a) A performance incentive applies to the following hardware item(s) delivered under this contract: **(1)**

The performance incentive will measure the performance of those items against the salient hardware performance requirement, called "unit(s) of measurement," e.g., months in service or amount of data transmitted, identified below. The performance incentive becomes effective when the hardware is put into service. It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

- (b) **Standard performance level.** At the standard performance level, the Contractor has met the contract requirement for the unit of measurement. Neither positive nor negative incentives apply when this level is achieved but not exceeded. The standard performance level for **(1)** is established as follows: **(2)**

- (c) **Positive incentive.** The Contractor earns a separate positive incentive amount for each hardware item listed in paragraph (a) of this clause when the standard performance level for that item is exceeded. The amount earned for each item varies with the units of measurement achieved, up to a maximum positive performance incentive amount of \$ **(3)** per item. The units of measurement and the incentive amounts associated with achieving each unit are shown below: **(4)**

- (d) **Negative incentive.** The Contractor will pay to the Government a negative incentive amount for each hardware item that fails to achieve the standard performance level. The amount to be paid for each item varies with the units of measurement achieved, up to the maximum negative incentive amount of \$ **(5)**. The units of measurement and the incentive amounts associated with achieving each unit are shown below: **(6)**

- (e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the unit of measurement) ceases or when the maximum positive incentive is reached.

(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

(2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level of performance, provided that such payments shall not be more frequent than monthly. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid and promptly remit it to the contractor.

- (f) If performance cannot be demonstrated, through no fault of the Contractor, within [insert number of months or years] after the date of hardware acceptance by the Government, the Contractor will be paid [insert percentage] of the maximum performance incentive.

(g) The decisions made as to the amount(s) of positive or negative incentives are subject to the Disputes clause.

- (1) Insert applicable item number(s) and/or nomenclature.
- (2) Insert a specific unit of measurement for each hardware item listed in (1) and each salient characteristic, if more than one.
- (3) Insert the maximum positive performance incentive amount (see [1816.402-270\(e\)\(1\)](#) and (2)).
- (4) Insert all units of measurement and associated dollar amounts up to the maximum performance incentive.
- (5) Insert the appropriate amount in accordance with [1816.402-270\(e\)](#).
- (6) Insert all units of measurement and associated dollar amounts up to the maximum negative performance incentive.

(End of clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$\_\_\_\_\_. This allotment is for the effort required under the contract and covers the following estimated period of performance: Contract award thru \_\_\_\_\_.

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

(End of clause)

#### ***B.5 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)***

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

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

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

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

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

(End of clause)



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

***C.1 GSFC 52.211-91 SCOPE OF WORK (AUG 2013)***

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the Statement of Work, Attachment A, Statement of Work for Phases B-F Effort, dated \_\_\_\_\_ and Contract Data Requirements List (CDRL)/Data Item Descriptions (DID) Phases B-F effort, dated \_\_\_\_\_.

. (End of text)

***C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)***

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data General clause, specified elsewhere in this contract, except for the following:

NONE.

(End of clause)

**SECTION D**  
**PACKAGING AND MARKING**

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

***D.2 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)***

(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 or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and 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) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item’s operation.

(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 equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

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

NASA/GSFC, Bldg. 35, Code 279, Greenbelt, MD 20771

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

(End of clause)

***D.3 CLAUSES INCORPORATED BY REFERENCE -- SECTION D***

Clause D.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with

the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION E  
INSPECTION AND ACCEPTANCE**

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

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

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

Attachment H – Mission Assurance Requirements (MAR)

(End of clause)

***E.3 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)***

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

1) Via mail and marked “Advanced Copy”, one copy each to the Contracting Officer, the Contracting Officer’s Technical Representative (if designated in the contract), and to the cognizant Administrative contracting Officer, if any.

2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery pint) specified in Section F of this contract. Mark the exterior of the envelope “CONTAINS DD FORM 250”. This must arrive prior to the shipment.

3) With shipment in waterproof envelope (one copy) for the consignee.

4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) central receiving area, then one copy of the DD Form 250 must be provided (via mail) to the below address:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

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

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

(End of clause)

***E.4 GSFC 52.246-93 ACCEPTANCE—LOCATIONS(SEP 2013)***

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
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The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

***E.5 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989)***

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 Series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

- Reports and Documentation

(End of Clause)

***E.6 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)***

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

***E.7 CLAUSES INCORPORATED BY REFERENCE -- SECTION E***

Clauses E.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION F  
DELIVERIES OR PERFORMANCE**

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

***F.2 GSFC 52.217-92 PERIOD OF PERFORMANCE (JAN 2014)***

The period of performance of this contract shall be for a period of \_\_\_\_\_ from the contract effective date of \_\_\_\_\_.

(End of clause)

***F.3 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (NOV 2012)***

Shipments of \_\_\_\_\_, required under this contract shall be to:

Shipments of \_\_\_\_\_, required under this contract shall be to:

Receiving Officer  
Goddard Space Flight Center  
Building 35, Code 279  
Greenbelt, Maryland 20771

Marked for:

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

***F.4 CLAUSES INCORPORATED BY REFERENCE -- SECTION F***

Clause F.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION G  
CONTRACT ADMINISTRATION DATA**

***G.1 1852.227-70 NEW TECHNOLOGY (MAY 2002)***

***G.2 1852.242-70 TECHNICAL DIRECTION (SEP 1993)***

***G.3 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)***

***G.4 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)***

***G.5 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)***

***G.6 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)***

***G.7 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)***

***G.8 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)***

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

***G.9 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)***

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) For interim cost voucher submissions, the vendor shall use the "Cost Voucher" document type in WAWF. In addition, the vendor shall change the contract type to "Non-DoD Contract (FAR)".

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are (extension fields will not be populated):

- a. Paying Office Activity Address Code: 803112 (NSSC)
- b. Admin Office Activity Address Code: 803249
- c. Ship To Code: 803250
- d. DCAA DoD Activity Address Code: \_\_\_\_\_
- e. Service Approver DoDAAC: 803249
- f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov  
 Mailing address: NSSC - FMD Accounts Payable  
 Bldg. 1111, C Road  
 Stennis Space Center, MS 39529  
 Fax Number: 1-866-209-5415

(c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

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

(End of clause)

***G.10 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 - Ownership by the Contractor," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology	504	Goddard Space Flight Representative Greenbelt, MD 20771



Patent

140.1

Goddard Space Flight Representative  
Greenbelt, MD 20771

(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 - Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

***G.11 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)***

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, 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: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, 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 are received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7,

Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

***G.12 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)***

For performance of work under this contract, the Government will make available Government property identified below on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at \_\_\_\_\_ 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.

<b>Item</b>	<b>Provider</b>	<b>Date Delivered</b>	<b>Value</b>
			\$
			\$

(End of clause)

***G.13 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (JAN 2011)***

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, 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 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 Property Administrator, 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 Property Administrator, when all of the conditions in either (1) or (2) of this paragraph 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 the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

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

(c) The Contractor shall report the results of the physical inventory to the property administrator 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 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 auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

#### ***G.14 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JAN 2012)***

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, “NASA Contractor Financial Management Reporting”, establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contract Specialist,

Contracting Officer's Representative,

Resources Analyst,

Regional Finance Office Cost Team, Code 155.2

E-Mail: [GSFC-froccateam@lists.nasa.gov](mailto:GSFC-froccateam@lists.nasa.gov).

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":  
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

***G.15 GSFC 52.245-94 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (DEC 2007)***

(a) The Contractor shall ensure that flight qualified assemblies and parts that are residual inventory under this contract are properly stored in a secure area that is certified for electrostatic discharge (ESD) handling. The parts shall be handled in accordance with electrostatic discharge (ESD) standards and procedures. The Contractor shall also maintain a system to ensure that the associated heritage, test, and qualification documentation is available and traceable to such individual items of inventory.

(b) In accordance with the "Physical inventory" required in FAR clause 52.245-1(f)(iv), the Contractor shall identify any hardware, components or parts suitable for space flight or at any time such inventory is excess to the needs of this contract.

(c) Compliance with this clause is required until:

(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.6 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or

(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.

(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection clause of this contract has expired.

(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

(e) When flight qualified inventory is no longer subject to this clause because of (c)(1), (c)(2) or (c)(3) of this clause, the designated flight qualified inventory item(s), shall subsequently be managed no more stringently than other government property in accordance with FAR 52.245-1.

(End of clause)

***G.16 CLAUSES INCORPORATED BY REFERENCE -- SECTION G***

Clauses G.1 through G.7 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

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

***H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)***

***H.3 1852.225-70 EXPORT LICENSES (FEB 2000)***

(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 Goddard Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

***H.4 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)***

***H.5 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006), ALTERNATE II (DEC 2005)***

***H.6 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)***

***H.7 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)***

***H.8 GSFC 52.204-100 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (SEP 2013)***

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 \_\_\_\_\_ are hereby incorporated by reference in this resulting contract.

(End of clause)

***H.9 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (FEB 2014)***

a. Subcontracting Plan (Contractor)

FAR clause 52.219 9, "Small Business Subcontracting Plan (Deviation)" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219 9 Small Business Subcontracting Plan (Deviation), the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to

between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219 9 Small Business Subcontracting Plan (Deviation) requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

***H.10 GSFC 52.223-92 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (NOV 2009)***

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 350).

(End of clause)

### ***H.11 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012)***

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL Alternate II and III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS, as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

(End of clause)

### ***H.12 GSFC 52.243-90 ADDITIONAL LAUNCH SUPPORT (OCT 1988)***

This contract requires the Contractor to perform effort related to the launch of spacecraft. In the event that the Contractor completes performance of the effort required within the period specified but prior to the actual launch, the Contractor shall continue to furnish such additional effort as may be required and ordered by the Contracting Officer, until the actual launch. Within 30 calendar days after receipt of the order for additional effort, the Contractor shall submit a formal proposal for equitable adjustment, for the effort called for in the order, to the Contracting Officer in accordance with the procedures set forth in the Changes clause of this contract. An equitable adjustment will be made only if the delay in the launch is not due to failure of the contractor to meet the terms of this contract.

(End of clause)

### ***H.13 GSFC 52.243-91 LAUNCH DELAYS (FEB 1991)***

The delivery schedule and/or period of performance of this contract are based upon a spacecraft launch date of **TBD**. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to and adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

### ***H.14 PHASED EFFORT***

#### **1. Definitions**

(a) Formulation Phase: The purpose of the formulation phase is to define a program concept and plan for implementation to meet mission objectives. The formulation phase covers the exploration of the full range of implementation options, including concepts, technologies, and operations approaches; risk assessment; assessment of the technology requirements and formulation of the plans for achieving the technology options; and performing Life Cycle Cost (LCC) and performance analyses to feasible concepts. At the end of the formulation phase, the



Contractor shall support a Mission Confirmation Review/Key Decision Point (KDP)-C. Transition from the formulation phase to the implementation phase requires NASA Headquarters approval. The Contractor will be notified of this approval in a letter signed by the Contracting Officer.

(b) Implementation Phase: The purpose of the implementation phase is to develop and deliver the program products and capabilities specified in the contract schedule. The implementation phase covers developing, integrating, and providing management control for the overall implementation approach; developing the technology; conducting the manufacturing and testing; establishing the supporting infrastructure; and conducting operations.

## 2. Requirements

(a) The Contractor shall not commence any effort or incur any costs associated with the implementation phase of this contract (i.e., Phase C) until the formulation phase is completed, and approval by the Government Contracting Officer to proceed to the implementation phase has been granted, except that the Contractor may request approval to initiate and incur costs for certain implementation phase efforts such as the fabrication or purchase of long lead parts, but such authority shall be specifically approved in writing, by the Contracting Officer.

(b) The Contractor shall institute and maintain an accounting system which clearly segregates formulation phase costs from implementation phase costs. Implementation costs shall be segregated to clearly indicate the costs for each item of effort initiated prior to the completion of the formulation phase.

(c) In the event that this contract is terminated for any reason prior to the approval of the implementation phase, the Contractor shall not be reimbursed for any costs incurred or fee for any implementation phase effort except for costs reasonably and properly allocable to, and directly associated with, specifically Contracting Officer approved implementation phase efforts.

(End of Text)

### ***H.15 CLAUSES INCORPORATED BY REFERENCE -- SECTION H***

Clauses H.1 through H.7 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION I  
CONTRACT CLAUSES**

**I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE**

- (52.202-1) DEFINITIONS (NOV 2013))
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- (52.203-7) ANTI-KICKBACK PROCEDURES (OCT 2010)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- (52.203-13) CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- (52.203-14) DISPLAY OF HOTLINE POSTER(S) (DEC 2007)  
(b)(3) – Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
- (52.204-9) PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- (52.204-10) REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- (52.204-13) SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- (52.209-10) PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
- (52.210-1) MARKET RESEARCH (APR 2011)
- (52.215-2) AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- (52.215-8) ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-10) PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
- (52.215-12) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 2010) ALTERNATE I (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
- (52.215-21) REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- (52.215-23) LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)
- (52.216-7) ALLOWABLE COST AND PAYMENT (JUN 2013)  
(a)(3) “30<sup>th</sup>”

(52.216-8) FIXED FEE (JUN 2011)

(52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

(52.219-16) LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

(52.219-28) POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

(52.222-2) PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a) fill-in:\$0

(52.222-3) CONVICT LABOR (JUN 2003)

(52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)

(52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(52.222-26) EQUAL OPPORTUNITY (MAR 2007)

(52.222-35) EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

(52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(52.222-37) EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

(52.222-40) NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(52.222-50) COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(52.222-54) EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(52.223-6) DRUG-FREE WORKPLACE (MAY 2001)

(52.223-18) ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(52.225-1) BUY AMERICAN ACT- SUPPLIES (FEB 2009)

(52.225-8) DUTY-FREE ENTRY (OCT 2010)

(52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(52.227-1) AUTHORIZATION AND CONSENT (DEC 2007) – ALT I (APR 1984)

(52.227-11) PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) as modified by NFS 1852.227-11

(52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(52.228-7) INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

(52.230-2) COST ACCOUNTING STANDARDS (MAY 2012)

(52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

(52.232-9) LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(52.232-17) INTEREST (OCT 2010)

(52.232-22) LIMITATION OF FUNDS (APR 1984)

(52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)

(52.232-25) PROMPT PAYMENT (JUL 2013)

(52.232-33) PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(52.232-39) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(52.233-1) DISPUTES. (JUL 2002) - ALT I (DEC 1991)

(52.233-3) PROTEST AFTER AWARD. (AUG 1996) - ALT I (JUN 1985)

(52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

(52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(52.242-13) BANKRUPTCY (JUL 1995)

(52.243-2) CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALT V (APR 1984)

(52.243-6) CHANGE ORDER ACCOUNTING (APR 1984)

(52.243-7) NOTIFICATION OF CHANGES (APR 1984)

- (52.244-2) SUBCONTRACTS (OCT 2010) paragraph (d) is “None” and paragraph (j) is “None”.
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.244-6) SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
- (52.245-1) GOVERNMENT PROPERTY (APR 2012)
- (52.245-9) USE AND CHARGES (APR 2012)
- (52.246-23) LIMITATION OF LIABILITY (FEB 1997)
- (52.246-24) LIMITATION OF LIABILITY –HIGH VALUE ITEMS (FEB 1997)—  
ALTERNATE I (APR 1984)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) paragraph (a)  
NASA/GSFC and paragraph (b) NASA/GSFC, Contract number \_\_\_\_\_,  
Contracting Officer, Code 210.S, Greenbelt, MD 20771.
- (52.247-63) PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
- (52.248-1) VALUE ENGINEERING (OCT 2010)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (52.251-1) GOVERNMENT SUPPLY SOURCES (APR 2012)
- (52.253-1) COMPUTER GENERATED FORMS (JAN 1991)
- (1852.203-70) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.219-74) USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- (1852.219-77) NASA MENTOR-PROTEGE PROGRAM (MAY 2009)
- (1852.234-2) EARNED VALUE MANAGEMENT SYSTEM (NOV 2006)
- (1852.235-70) CENTER FOR AEROSPACE INFORMATION (DEC 2006)
- (1852.243-71) SHARED SAVINGS (MAR 1997)
- (1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

**I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING  
RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart [42.15](#);
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

### **I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

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

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

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408](#)(k).

(End of clause)

***I.4 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2014) (DEVIATION)  
ALTERNATE II (OCT 2001)***

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

(b) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

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

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

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

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

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

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



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

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

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

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

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

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

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small

disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

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

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

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov> . The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

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

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

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

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

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

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

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

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

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

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

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

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

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

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

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

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

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

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

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

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

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

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

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

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

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of

contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans—

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

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

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) Except for DoD, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period. For DoD, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30.

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

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

(ii) Reports submitted under a commercial plan—

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

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

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

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

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

**I.5 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007) as modified by NASA FAR Supplement 1852.227-14—ALTERNATE II (DEC 2007), and ALTERNATE III (DEC 2007)**

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

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

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

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

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

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

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

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

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

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

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

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

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

(b) Allocation of rights.

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

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;



(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

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

(i) Identifies the data; and

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

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

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

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

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

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

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

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

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

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

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

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or

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

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

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

(f) Omitted or incorrect markings.

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

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

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

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

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

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

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

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

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

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. NNG14FC04C. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
  - (ii) Evaluation by nongovernment evaluators.
  - (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
  - (iv) Emergency repair or overhaul work.
  - (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
  - (vi) or any other legitimate government use
- (b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

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

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. NNG14FC04C. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer and other legitimate government use.

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ with \_\_\_\_\_.

(End of notice)

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

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor

shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

(End of clause)

**I.6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**I.7 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—  
\_\_\_\_\_, Contracting Officer, Goddard Space Flight Center (GSFC), Code 210.S, Greenbelt, MD 20771

(End of clause)

## **I.8 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):

<https://www.acquisition.gov/far/>

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

(End of clause)

## **I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of clause)

## **I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses

the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government 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 a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) 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 in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

#### **I.11 1852.215-84 OMBUDSMAN (NOV 2011)**

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



(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile numbers, and email address may be found at [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified in the above URL. 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 in this document.

(End of clause)

## **I.12 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

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

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

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

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

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

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to

award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

### **I.13 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

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

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

(End of clause)

### **I.14 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (JUN 2013) (DEVIATION)**

(a) Definitions –

“Acquire” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“Entity owned, directed or subsidized by the People’s Republic of China” means any organization incorporated under the laws of the People’s Republic of China.

“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

(i) Systems acquired by a contractor incidental to a contract;

(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation,

management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

(iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

(1) A brief description of the item(s); and

(2) Vendor/manufacturer's company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

### ***1.15 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)***

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for

damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

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

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

(End of clause)

#### **I.16 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

#### **I.17 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 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 Section B, page 2. Mark all pages of sensitive information the Contractor wishes to restrict with the following legend:

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or

transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**SECTION J  
LIST OF ATTACHMENTS**

**J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (SEP 2013)**

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

Attachment	Description	Date	No. of Pages
A	Statement of Work,		
B	Contract Data Requirements List/Data Item Descriptions,		
C	Financial Management Reporting Requirements	September 2013	2
D	Small Business Subcontracting Plan		
E	IT Security Management Plan	TBS 30 days after contract award, incorporated in the contract after approval	
F	Organizational Conflicts of Interest Avoidance Plan (OCI)	TBS 30 days after contract award, incorporated in the contract after approval	
G	Personal Identity Verification (PIV) Card Issuance Procedures	November 2013	4
H	Mission Assurance Requirements (MAR)		106
I	IT Security Applicable Documents List	December 2013	5

TBS = To Be Submitted

TBP = To Be Proposed

(End of clause)