

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:

<https://www.acquisition.gov/?q=browsefar>

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

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

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

D.2 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

II. **NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

D.3 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (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:

All data to JSC shall be delivered to the following address:

NASA/Johnson Space Center
2101 NASA Parkway
Central Receiving Bldg. 420
Houston, TX 77058

All data to LaRC shall be delivered to the following address:

NASA Langley Research Center
4 South Marvin Street (Bldg. 1206)
Hampton, VA 23681-2199

All data to WFF Aircraft Support shall be delivered to the following address:

GSFC/Wallops Flight Facility
Building N-159, Room W236
Wallops Island, VA 23337

All data to WFF Airfield Management shall be delivered to the following address:

GSFC/Wallops Flight Facility
34200 Fulton St, Building D-1, Room S115
Wallops Island, VA 23337

- (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)

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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<https://www.acquisition.gov/?q=browsefar>

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

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

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

E.2 FAR 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)

E.3 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E.4 FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

II. **NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

E.5 STANDARDS AND REFERENCE DOCUMENTS (LARC/WFF)

The Contractor shall comply with all standards, processes and procedures referenced throughout the LaRC and WFF task orders and in the JSC Contract as applicable to LaRC and WFF. The LaRC documents are listed within Section C , Appendix D, LaRC SOW. The WFF documents are listed within Section C , Appendices E and F, WFF SOWs.

(End of Clause)

E.6 GSFC 52.246-92 ACCEPTANCE SERVICES (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the Wallops Flight Facility or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of Clause)

E.7 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)

(END OF SECTION)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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<https://www.acquisition.gov/?q=browsefar>

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

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

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

F.2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I. (APR 1984)

F.3 FAR 52.247-34 F.O.B. DESTINATION. (NOV 1991)

II. **NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

F.4 NFS 1852.247-73 BILLS OF LADING (JUN 2002)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

- (a) Commercial Bills of Lading. All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: TBD

Destination: TBD

(b) Government Bills of Lading.

- 1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, domestic overseas means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.
- 2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: TBD. If time is limited, requests may be by telephone: TBD. Requests for GBLs shall include the following information.
 - i) Item identification/ description.
 - ii) Origin and destination.
 - iii) Individual and total weights.
 - iv) Dimensional Weight.
 - v) Dimensions and total cubic footage.
 - vi) Total number of pieces.
 - vii) Total dollar value.
 - viii) Other pertinent data.

(End of clause)

F.5 PERIOD OF PERFORMANCE

The Period of Performance for Phase-In is January 3, 2023 to February 28, 2023.

The Period of Performance for JSC, LaRC, and WFF is March 1, 2023 through September 30, 2030.

(End of clause)

F.6 PLACE OF PERFORMANCE

The services to be performed under this order shall be performed at the following location(s):

NASA Johnson Space Center, Houston, TX,
 NASA Ellington Field, Houston, TX,
 NASA Forward Operating Location, El Paso, TX,
 NASA Langley Research Center, Hampton, VA,
 Goddard Space Flight Center, Wallops Flight Facility, Wallops Island, VA
 The Contractor's facility and other global sites based on programmatic requirements and as directed by the Contracting Officer (CO).

(End of clause)

F.7 GSFC 52.247-94 SHIPPING INSTRUCTIONS – CENTRAL RECEIVING (FEB 2016)

Shipments of the items required under this contract for WFF Aircraft Support shall be to:

Receiving Officer
GSFC Wallops Flight Facility
Building F-19
Wallops Island, VA 23337

Marked for:
Technical Officer: Michael Cropper, Code 830
Building: N-159
Room: W236
Contract No.: 80GSFC18FXXXX
Item(s) No.: TBD

Shipments of the items required under this contract for WFF Airfield Management shall be to:

Receiving Officer
GSFC Wallops Flight Facility
Building F-19
Wallops Island, VA 23337

Marked for:
WFF Airfield Management
Building: D-1
Room: S115
Contract No.: 80GSFC18FXXXX
Item(s) No.: TBD

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

(End of clause)

(END OF SECTION)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:

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

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

NONE INCORPORATED BY REFERENCE

II. **NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

G.2 NFS 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)

G.3 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (APR 2015)

G.4 NFS 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

G.5 NFS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.6 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY (AUG 2015) – ALTERNATE I (AUG 2015)

G.7 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)

G.8 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (AUG 2015)

G.9 NFS 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (JAN 2011)

(End of Clauses Incorporated by Reference)

G.10 NFS 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS (JUN 2018)

- a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.
- b) The Government shall evaluate the Contractor's performance every 6 months, except for Period 15 which is a 7-month period, to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-2. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- c) The Government will advise the Contractor in writing of the evaluation results. The NSSC will make payment based on the receipt of a fee voucher submitted by the contractor in accordance with 1852.232-80.
- d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or \$100,000, whichever is less.
- e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in Attachment J-2. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- f)
 - 1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.
 - 2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
 - 3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
 - 4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

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

(End of clause)

G.11 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018) ALTERNATE I (JAN 2011)

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

NPR 4100.1 NASA Materials Inventory Management Manual
 NPR 4200.1 NASA Equipment Management Procedural Requirements
 NPR 4300.1 NASA Personal Property Disposal Procedure Requirements
 NPR 4310.1 Artifact Identification and Disposition
 JPR 1281.7 Control of Customer Property
 JPR 1281.15 Identification, Handling, Storage, Packaging, Preservation, and Delivery
 JWI 4200.1 Management of Controlled Equipment
 JWI 4210.2 JSC Instructions for Control of Program Stock (formally JSC 26549)
 JWI 4300.1 JSC Instructions for Excess and Disposal of Government Property
 JWI 6050.1 Procedures for Processing Shipments from JSC
 LAPD 6000.2 Incoming and Outgoing Shipments.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the Contractor shall be liable for property lost, damaged, destroyed or stolen by the Contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

- (b) (1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
- i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
 - ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

- iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
 - iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
 - 2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (c) The following property and services are provided if checked:
- 1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
 - (2) Office furniture.
 - (3) Property listed in Attachments J-3.
 - i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
 - ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
 - (4) Supplies from stores stock.
 - (5) Publications and blank forms stocked by the installation.
 - (6) Safety and fire protection for Contractor personnel and facilities.
 - (7) Installation service facilities: See Section C SOW Tables 1-1, 1-2, and 1-3
 - (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

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

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

[X] (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

[X] (12) General Motors Corporation 2007 Chevrolet Tahoe Z71 Model K10706
VIN# 1GNFK13027R388836 GOV Plate #:NA0011560

[X] (13) General Motors Corporation 1997 Pilot Van Model Utility Van VIN#
J8DB4T1K1S7012892 GOV Plate #:NA001477

[X] (14) 2016 Dodge Caravan Van VIN# 2C4RDGBGXGR344028 GOV Plate
#:G41-1002S

[X] (15) 2015 Chevrolet HD2500 pickup truck VIN# 1GC1CUEG1FF502045 GOV
Plate #:G43-4271P

NOTE In addition, the below applies to WFF:

[X] (4) Supplies from stores stock.

(7) Installation service facilities: IT Services through the NASA End-User Services & Technologies (NEST) contract and Motor Pool.

WFF incorporates NFS 1852.245-71 without the Alternate I as the central receiving facility is acceptable for the receipt of contractor-acquired property.

(End of clause)

G.12 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2017)

- (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 cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

- 3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [To be provided upon request.], unless the Contractor uses the NF1018 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 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st.
- 2) Some activity may be estimated for the month in which the report is submitted, 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.
- 3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the Contractor has a value of \$10 million or more, the Contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause.
- 4) 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, any monthly report in accordance with (c)(3) of this clause, 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.13 NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEP 2017)

- a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:
- 1) NPD 8800.14, Policy for Real Estate Management.
 - 2) NPR 8831.2, Facilities Maintenance and Operations Management.
- b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

G.14 JPI 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (FEB 2021) (JSC Procurement Instruction)

- a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:
- NPR 1600.1, *NASA Security Program Procedural Requirements* (current version)
 - NPD 1600.9, *NASA Insider Threat Program*
 - NPD 1600.3, *Policy on Prevention of and Response to Workplace Violence*
 - NPR 1600.3, *Personnel Security* (current version)
 - NPR 1600.4A, *Identity and Credential Management*.
- b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:
- NPR 1600.2, *NASA Classified National Security Information* (current version)

- c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:
- NPR 1600.6, *Communications Security (COMSEC)* (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).
- d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4A, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.
- e) Credentials will be issued at the following locations:
- NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays
 - Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays
 - Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays
 - White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.
- f) The FSO/DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview “AG-PIV-ICAM-OVERVIEW” and Personal Identity Verification (PIV) – Requester Module “AG-PIV-IDENTITY-REQUESTER.” After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requester role. Lastly, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requester privileges within IdMAX.
- g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at www.uscis.gov.
- h) For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee and the FSO/DO via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office for enrollment. Employees will present two forms of matching I-9 identification documents to process for a

permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

- i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of clause)

G.15 NFS 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)

- a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.
- b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1- 877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- c) Payment requests.
 - 1) The payment periods are stipulated in the payment clause(s) contained in this contract.
 - 2) Vouchers submitted under cost-type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:
 - i) Vouchers.
 - A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.
 - B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.
 - C) Indirect rate(s) used to calculate the amount of billed indirect expenses.
 - D) Progress reports, as required.
 - ii) Invoices.
 - A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.
 - B) Progress reports, as required.
 - C) Date goods and services were performed.
 - iii) Fee vouchers.
 - A) Listing of all provisionally-billed fee by period or date earned since contract award.
 - B) A reconciliation of all billed and earned fee.
 - C) A clear explanation of the fee calculations.

- d) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at <https://www.nssc.nasa.gov/vendorpayment>, when any of the following conditions are met:
- 1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.
 - 2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment requests. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.
- e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoices within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.
- f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.16 EL PASO INTERNATIONAL AIRPORT 10-YEAR FINGER PRINT CRIMINAL HISTORY CHECK

All Contractor employees who require unescorted access to the El Paso International Airport Security Identification Display Area (SIDA) shall submit his/her fingerprints to the United States Office of Personnel Management for a fingerprint-based criminal history record check. The Contractor may contact the El Paso International Airport Badging Office at 915-782-5220 to make an appointment for fingerprinting.

(End of clause)

G.17 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)

- 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 J-1 of this task order.

- 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. See WFF DRD SOW Appendix E(D) I.A for distribution.

(End of clause)

G.18 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016)

- a) Authorized Users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of WFF motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Wallops WICC Help Desk, Code 200.C. They will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.
- b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:
 - 1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
 - 2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
 - 3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

(END OF SECTION)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:

<https://www.acquisition.gov/?q=browsefar>

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

H.2 FAR 52.223-19, COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

H.3 FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)

H.4 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AMD RELATED SERVICES (JAN 1991)

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

H.5 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.6 NFS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)

H.7 NFS 1852.223-73 SAFETY AND HEALTH PLAN (JUL 2015)

H.8 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002).

H.9 NFS 1852.223-76 FEDERAL AUTO STATISTICAL TOOL (FAST) REPORTING (JUL 2003)

H.10 NFS 1852.228-71 AIRCRAFT FLIGHT RISKS. (DEC 1988)

H.11 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE. (JSC & LaRC) (OCT 1988)

H.12 NFS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)

H.13 NFS 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)

H.14 NFS 1852.247-71 PROTECTION OF THE FLORIDA MANATEE. (JUN 2018)

(End of Clauses Incorporated by Reference)

H.15 NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Johnson Space Center, Langley Research Center, or Goddard Space Flight Center's Wallops Flight Facility, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

H.16 Reserved

(End of clause)

H.17 JPI 52.223-94 ENVIRONMENTAL (AND ENERGY CONSERVATION REQUIREMENTS – RESERVED) AND HAZARDOUS MATERIALS USE. (JUL 2021) (JSC Procurement Instruction)

- a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes, including those promulgated and enforced by the Texas Commission on Environmental Quality (TCEQ), the Texas Department of State Health Services (TDSHS) and the Texas Department of Licensing and Regulation (TDLR). Therefore, the following requirements do NOT supersede but rather supplement any statutory or regulatory requirements for any entity subject to this clause.
- b) The Contractor shall comply with all applicable federal, state, and site-specific regulations, public laws, and current executive orders, as well as the following applicable NASA and Johnson Space Center site-specific permits, plans, and management directives for activities affecting human health or the environment. Johnson Space Center (JSC) includes the JSC main campus, NASA-Ellington Field (EF), Sonny Carter Training Facility (SCTF), and El Paso Forward Operating Location (EPFOL). In general, JSC's installations are not subject to local (i.e., municipal or county) ordinances. NASA and JSC site-specific directives include:
 - (1) NPD 8500.1, NASA Environmental Management;
 - (2) NPR 8530.1, NASA Sustainable Acquisitions;
 - (3) NPR 8553.1, NASA Environmental Management Program;
 - (4) NPR 8570.1, NASA Energy Management Program;
 - (5) NPR 8580.1, NASA National Environmental Policy Act Management Requirements;
 - (6) JPD 8500.1, JSC Environmental Excellence Policy;
 - (7) JPR 1040.4, JSC Emergency Preparedness Program;
 - (8) JPR 1700.1, JSC Health and Safety Requirements;
 - (9) JPR 8550.1, JSC Environmental Compliance Procedural Requirements;
 - (10) JPR 8553.1, JSC Environmental Management System Manual;
 - (11) JPR 8750.1, Energy and Water Conservation Plan;
 - (12) JWI 1040.26, Hazardous Substance Spill/Release Response; and
 - (13) JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process.

- c) "Hazardous materials," for the purposes of this clause, consist of the following:
- (1) Those materials defined as "highly hazardous chemicals" in OSHA Process Safety Management Regulation, 29 Code of Federal Regulation (CFR) Part 1910.119, without regard for quantity.
 - (2) Those "extremely hazardous substances" and "hazardous chemicals" subject to the emergency planning notification and reporting requirements in the EPA's Emergency Planning and Community Right-to-Know (EPCRA) Regulation, 40 CFR Parts 355 and 370, and counterpart TCEQ regulations without regard for quantity.
 - (3) Those "hazardous substances" and "toxic chemicals" subject to the release notification and reporting requirements under EPA's EPCRA, 40 CFR Parts 302 and 372, and counterpart TCEQ regulations, without regard for quantity.
 - (4) Those industrial solid and hazardous wastes generated as a result of Contractor's activities, as defined by the US EPA and counterpart TCEQ regulations, and as further described in JPR 8550.1.
 - (5) Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures and counterpart TCEQ regulations.
 - (6) Other regulated materials containing hazardous constituents or exhibit hazardous properties (flammable, reactive, corrosive, toxic, etc.) that are specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants, etc.).
 - (7) Any radioisotope material or device that produces ionizing radiation.
 - (8) Any Class 1M, 2, 2M, 3A, 3R, 3B or 4 laser system as defined by the American National Standards Institute No. Z136.1 (2014).
 - (9) Any explosive or any pyrotechnics.
 - (10) Any pesticide.
- d) The contractor shall develop and maintain an inventory listing the identity, hazards and quantity of the hazardous materials purchased, stored, processed, manufactured, or used onsite at JSC for the performance of the contract and provide quarterly/annual reports per DRD-M12 *Environmental Compliance Reports*. Refer to Chapter 9 of JPR 1700.1 relating to controlling and inventorying/reporting hazardous material usage. The contractor shall notify JSC Occupational Health/Space Medicine Operations (SD) prior to any initial use, quantity change or different application of hazardous materials, including obtaining a waiver (JF594 – *Request for Waiver to Use a Prohibited or Restricted Chemical*) prior to purchasing a prohibited or restricted hazardous material. The Contractor shall utilize the JSC hazardous material tracking and reporting system, including obtaining a JSC-specific Safety Data Sheet (SDS) identification number, as described within JPR 1710.1.
- e) The Contractor shall provide data on sustainable acquisitions, waste generation and waste reduction/pollution prevention activities, per DRD-M12 *Environmental Compliance Reports*. As applicable, the contractor shall submit a *Request for Sustainable Acquisitions Waiver* (JF1121) and obtain approval prior to procuring designated items that do not meet the applicable sustainability program specifications and content requirements.
- f) As applicable, the Contractor shall provide data on the use, management, and disposition of ozone depleting substances (ODS), per DRD-M12 *Environmental Compliance Reports*.

- g) The Contractor shall provide and ensure the adequacy of appropriate training of its employees in the use and management of hazardous materials and wastes. Refer to JPR 1700.1 and JPR 8550.1 for employee training requirements, including initial training and the frequency of applicable refresher training.
- h) The Contractor shall use and manage all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans or the environment. Should an unauthorized release occur, the Contractor shall immediately contact the Emergency Operations Center (EOC) at (281) 483-3333 to request assistance.
- i) The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Planning, Integration and Environmental Office, JSC Energy Manager, and/or regulatory agency inspection and authorized compliance audit personnel all documentation/records upon request, relating to environmental compliance (e.g., operating logs, calibration records, etc. required by JPR 8550.1 but not routinely submitted to the respective offices listed above).
- j) Per the JSC Environmental Management System (JPR 8553.1), JSC's Planning, Integration and Environmental Office (Mail Code JP) serves as the single point of contact with federal and state regulatory agencies and their representatives. The Contractor shall immediately notify the Contracting Officer and JSC Planning, Integration and Environmental Office at (281) 483 6207 or jsc-environmental-office@nasa.gov if contacted formally or informally by external regulatory agency representatives. The Contractor shall immediately notify the Contracting Officer and the JSC Planning, Integration and Environmental Office (Mail Code JP111 and email JSC-Environmental-Office@nasa.gov) upon receipt of any official correspondence alleging noncompliance.
- k) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action be issued to the Government on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in investigating the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.
- l) The Contractor shall insert the substance of this clause with appropriate changes of designations of the parties, in subcontracts under which environmental requirements apply and/or hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC. The contractor shall be responsible for tracking and ensuring the overall performance and compliance of its subcontractors.
- m) In the event the Contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

H.18 CENTER UNIQUE CLAUSES

Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS) clauses and clauses with no Federal regulation clause number designation covers all work at JSC, LaRC, and GSFC WFF. Unless otherwise noted, clauses with JSC Procurement Instruction (JPI), LaRC, and

GSFC WFF are only applicable to the appropriate Center. There are also clauses that have no numbered cite designation. Those clauses were written by LaRC, GSFC or JSC for this specific contract or were written as generic clauses specific for this contract type.

(End of clause)

H.19 EMERGENCY PREPAREDNESS AND RESPONSE

The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities," are met. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)

H.20 NON-GOVERNMENT USE OF FOD CAPABILITIES

- (a) The Flight Operations Directorate (FOD) is interested in encouraging creative government/industry partnerships that could help improve and expand NASA's mission and capabilities. In support of this vision in accordance with FAR 52.245-1 and FAR 52.245-9, NASA may allow non-government use of unique capabilities, such as property (real and personal), equipment, software, and technical capabilities by the contractor under this contract. If found appropriate by the Government through the Contracting Officer, the contractor and Government may enter into a Space Act Agreement (SAA) or another appropriate instrument which will outline the benefit the Government will derive from the contractor's non-government use along with the terms and conditions related to the use of FOD capabilities. Following the issuance of the SAA, the Government may require the contractor to prepare a "Non-government Use FOD Capabilities" Plan, consistent with this clause and the SAA, which will further define the responsibilities of the contractor and the Government. The contractor's use of such capabilities for such purposes shall be subject to the terms and conditions of this contract, as well as the terms and conditions outlined in the SAA.
- (b) The Government recognizes that the benefit it derives from the contractor's non-government use of designated resources under the SAA is dependent upon the reliability of the contractor's access to the designated resources. The process for the Government to withdraw the permission granted for non-government use of the designated resources will be addressed in a specific section of the SAA.
- (c) The resources authorized for non-Government use and the terms and conditions for the use of the resources will be described in the SAA. Any dispute associated with this clause and/or the contractor's exercise of its authority for non-governmental use of the designated resources shall be subject to the "Disputes" clause of this contract.
- (d) The Government reserves the right to enter into similar use agreements within NASA or with other entities. Such agreements (e.g., Internal Task Agreements, Space Act Agreements) may require contractor support. If contractor support is required in the execution of these other

agreements, the contractor shall support these efforts via specific Task Orders. The Government's intent is to avoid interfering with the execution of contractor agreements, therefore, the Government will provide notice before entering into other reimbursable agreements that would interfere with performance of a SAA between the contractor and the Government or any other contractor work.

(End of Clause)

H.20.1 NO COST REIMBURSEMENT OR FEE FOR BUSINESS DEVELOPMENT ASSOCIATED WITH THE NON-GOVERNMENTAL USE OF NASA FACILITIES

- (a) The Government will not reimburse, either directly or indirectly, any costs associated with the Contractor's efforts to market, solicit, capture, or otherwise establish agreements with customers for the non-Government use of Government equipment and/or facilities as identified in clause H.20, Non-Government Use of FOD Capabilities. Such business development costs are determined to be unallowable in accordance with FAR 31.201-6, Accounting for Unallowable Costs. The contractor pursues business development of the non-Government use of NASA facilities at their own risk.
- (b) The Government will neither pay fee nor in any other way incentivize the Contractor's business development efforts for the non-Government use of Government equipment and/or facilities. The contractor pursues business development of the non-Government use of NASA facilities at their own risk.
- (c) Upon the approval of an SAA or other agreement for the non-Governmental use of equipment and/or facilities, any annex issued will outline responsibilities, financial obligations, and terms of use. The Contractor shall support these efforts, if required, upon NASA request.

(End of Clause)

H.21 TASK ORDER AUTHORITY

The following NASA Centers are authorized to issue Task Orders under this contract:

NASA Johnson Space Center (Contracting Officer Only)

NASA Langley Research Center (Contracting Officer Only)

NASA, Goddard Space Flight Center, Wallops Flight Facility (Contracting Officer Only)

(End of Clause)

H.22 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan (DRD-M20) and its obligations are hereby incorporated in the contract by reference.
- (b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the

plan by contract amendment.

- (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms —Contractor and —Contracting Officer shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of clause)

H.23 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) Mitigation plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of clause)

H.24 LARC 52.204-91 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (MAY 2019)

- (a) Applicable Definitions:

Foreign National: A foreign national is any person who is not a U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C. 1101(a)(20) and 8 U.S.C. 1324b(a)(3). This also means any foreign corporation, business association, partnership, trust, or society, as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): An LPR is any foreign person legally permitted to reside and work within the United States, to include protected individuals. LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled items and information, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

Visit: A visit is any means by which, and any duration for which, access is obtained to non-public NASA assets.

NASA Asset: A system, item, person or any combination thereof, that has importance or value to the NASA mission. People, data, technology, buildings, property, vehicles, blueprints, contracts, records, and funds are examples of what may constitute a NASA asset.

Access: Access, with regard to NASA assets, is the explicit granting of permission to enter and/or use NASA facilities, interact with NASA personnel, and/ or use NASA information and related information processing services.

Physical Access: Physical access is the ability to touch, or walk into or up to, a NASA Asset. Physical access is controlled through the use of door locks, card readers, gates, fences, officers, walls. The purpose of these controls is to limit access to those persons who have been granted permission to access controlled assets.

Logical Access: Logical access, commonly referred to as IT access, is the ability to interact with electronic data, applications, or systems.

(b) Requirements for Physical and Logical Access for Foreign Nationals who are not LPRs:

- 1) Physical and logical access to the NASA Langley Research Center (LaRC) by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4. Chapter 4, "Identity and Credential Management" and the NASA Foreign National Access Management Operations Manual (May 2016), which can be found at https://www.hq.nasa.gov/office/ops/nasaonly/internal/FNAM/docs/FNAM_OperationsManual_TAGGED.pdf.
- 2) Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Information on Designated Countries is available at: https://oiir.hq.nasa.gov/nasaecp/docs/DCList_10-24-2018.pdf

- 3) Foreign nationals who are not LPRs shall be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved by the Center Chief of Security. In exceptional cases as required by NASA Mission requirements, a waiver to the escort requirement may be granted by the Center Chief of Security.
- 4) Non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at:
<https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>

(b) Requirements for Physical and Logical Access for LPRs:

- 1) Visit requests shall be submitted directly to the Badge and Pass Office (BPO) using an LF-103 NASA Langley Research Center Security Services Branch (SSB) U.S. Citizen Visitor Badge Request Form. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs shall be sponsored by the employing contractor. All LPRs must confirm their status by providing their ORIGINAL State Department Documentation (Green Card). (Copies, facsimiles, or photographs of the State Department Documentation will NOT be accepted).
- 2) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- 3) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
- 4) The Contractor is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
- 5) LPRs on a work related, "need-to-know" basis are allowed access to export-controlled commodities. It is incumbent on the Government Branch Head or Program Manager to determine who should have access to export controlled information. The Security Services Branch, the Office of Chief Counsel, and the Center Export Administrator are available for guidance to the Government Branch Head or Program Manager.
- 6) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not to be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
- 7) LPRs and Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at:
<https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>
- 8) Violation of security policies by personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor

and possible criminal prosecution for violation of export control laws and laws regarding access to Government facilities.

(End of Clause)

H.25 LARC 52.204-92 REQUIREMENTS FOR ACCESS TO NASA LARC (AUG 2021)

- a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13 requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov
- b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center.
- c) The following alternate forms of identification are accepted for NASA LaRC access:
 - 1) Federal employee badges,
 - 2) Passports,
 - 3) Military identification cards,
 - 4) Enhanced Driver's Licenses,
 - 5) U.S. Coast Guard Merchant Mariner Card,
 - 6) Native American tribal document,
 - 7) School identification accompanied by an item from List C.
- d) Visitors without acceptable identity documents require specific authorization from the Center Chief of Security and escort by permanently badged NASA employees or permanently badged contractor employees at all times while present on the NASA Langley Research Center.

(End of Clause)

H.26 LARC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (AUGUST 2021)

- a) The Contractor shall require its employees to observe and obey all rules and regulations prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.
- b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Services Branch.
- c) When authorization to possess an Identification Badge no longer exists (e.g., upon termination of employment or expiration of contract):
 - 1) The Contractor shall submit a checkout request for the departing Contractor

Employee(s) at <https://checkout.arc.nasa.gov>, prior to notifying the Contractor Employee of the employment termination or contract expiration, unless a security threat exists (See Item 2 Below) in which case the checkout may occur immediately following termination;

- 2) If the terminated employee is considered a security threat, the Contractor shall immediately notify the NASA LaRC Security Services Branch and LaRC Chief Information Officer, and submit NAMS closures for AGCY0012 Basic Active Directory Account and all Center or Agency VPN, to suspend the user's physical and logical access to the Center. Center Security Personnel will escort the contractor employee off Center premises immediately;
 - 3) The departing Contractor Employee shall surrender the NASA RSA token, NASA Smartcard, Agency Smart Badge, Government-Provided Equipment, and all facility keys to the respective Contractor Supervisor;
 - 4) The Contractor shall ensure all Contractor Employees exit the NASA Langley Research Center premises within one (1) hour of termination of employment or at the end of a contractor employee's standard work day upon contract expiration
 - 5) The Contractor shall return Contractor employee(s) NASA Identification Badges, Government-Provided equipment, and facility keys to the NASA LaRC Badge and Pass Office and Government-Equipment Points of Contact within two business days of employment termination or contract expiration.
- d) All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of Clause)

H.27 LARC 52.223-92 CONTRACTOR EMPLOYEES' PARTICIPATION IN SAFETY & HEALTH AWARENESS EVENTS (AUGUST 2021)

Langley Research Center (LaRC) safety and health awareness activities (e.g. training, safety events) are designed to develop an effective safety culture and to foster an environment of sharing best practices within the LaRC community of civil service and contractor employees. The Contractor shall participate in these activities when the LaRC Director and/or Safety and Mission Assurance Office (SMAO) Director designates particular safety and health training awareness activity(ies) as essential. The contractor shall ensure maximum participation of its employees and its subcontractor employees that perform on the Center, which includes on-site and near-site employees. For planning purposes, the contractor can expect to participate annually in approximately 4 events that will each last approximately 8 work hours.

(End of Clause)

H.28 LARC 52.223-93 REPORTING OF INVOLUNTARY SEPARATIONS AND INCIDENTS INVOLVING WORKPLACE VIOLENCE (AUGUST 2021)

a) Definition

Workplace Violence: Acts of violence, threats, harassment, intimidation, and other hostile or disruptive behavior. Such behaviors include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm or imminent violence, violent and provoking language, or displays of rage.

b) Requirements

- 1) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.
- 2) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program (WVPP) Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.
- 3) The Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a "potential violent situation" and follow the reporting procedures in LAPD 1600.5.
- 4) The Contractor shall report any such behavior either observed or experienced on LaRC premises immediately to the Center Chief of Security. The Contractor shall also notify the Contracting Officer and the Contracting Officer's Representative. All reports of incidents will be taken seriously and will be dealt with immediately and appropriately in accordance with LAPD 1600.5.
- 5) The Contractor shall include these requirements in all subcontracts, however the Subcontractors shall provide reports through the prime Contractor.

(End of Clause)

H.29 LARC 52.223-94 LARC ENVIRONMENTAL MANAGEMENT (AUGUST 2021)

- a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.
- b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; all environmental Executive Orders; all NASA Policy

Directives (NPDs) and Procedural Requirements (NPRs) pertaining to environmental regulation and management; and all Langley Policy Directives (LAPDs) and Procedural Requirements (LAPRs) pertaining to environmental regulation and management. The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:" The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:

- NPD 8500.1, NASA Environmental Management
 - NPR 8553.1, NASA Environmental Management System
 - NPR 8570.1, NASA Energy Management Program
 - NPR 8530.1, NASA Sustainable Acquisition LAPD 8500.1, LaRC Environmental and Energy Management
 - LPR 8500.1, Environmental and Energy Program Manual
- c) Contractor support of LaRC's Environmental Management System (EMS), pursuant to NPR 8553.1 and LPR 8500.1, includes conducting operations in accordance with those requirements, responding to information requests from LaRC environmental officials, and attendance at EMS team meetings when invited (up to 2 one-hour meetings a year).
- d) The Government is the operator of record for all environmental activities conducted at LaRC. Depending on location, the facilities and land are under exclusive or concurrent Federal jurisdiction. LaRC's Standard Practice & Environmental Engineering Branch (SPEEB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or LaRC SPEEB. The Contractor shall immediately notify LaRC SPEEB and the Contracting Officer when contacted by external regulatory agency representatives and shall cooperate fully with LaRC SPEEB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC SPEEB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

(End of Clause)

H.30 LARC 52.242-70 TECHNICAL DIRECTION (JULY 2015)

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

general tasks and requirements in Section C of this contract and this task order.

- b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -
- 1) Constitutes an assignment of additional work outside the statement of work;
 - 2) Constitutes a change as defined in the changes clause;
 - 3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - 4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - 5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- c) All technical direction shall be issued in writing by the COR.
- d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate task modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -
- 1) Rescinded in its entirety; or
 - 2) Within the requirements of the contract and task and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and task and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of Clause)

H.31 LARC 52.229-92 VIRGINIA AND LOCAL SALES TAXES (MARCH 2012)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this

contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of Clause)

H.32 LARC 52.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (AUGUST 2021)

- a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.
- b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.
- c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.
- d) Contractor employees shall comply with the following while on any foreign travel:
 - 1) NASA Policy Directive (NPD) 2810.1, NASA information Security Policy, and NASA Interim Directive (NID) 2810-107a, Use of NASA Information and Information Systems while Outside of the U.S. and Territories, with regard to use of NASA data, Government-provided Information Technology (IT) equipment, and/or access to NASA IT systems while on travel outside of the United States (U.S.). Under no circumstances shall NASA-issued IT devices, NASA IT Systems, or nonpublic NASA information be taken (or accessed from) outside of the U.S. or its territories without prior written authorization from the Center CIO via a Request for Foreign Travel Authorization at this site:
<https://itib.ndc.nasa.gov/intranet/forms/viewform.cfm?formid=8>.

 This policy applies to all NASA personnel (i.e., all persons who have an active identity in NASA's Identity Management and Account Exchange (IdMAX) system) and who are travelling outside of the U.S. and territories while performing any of the following: carrying or using NASA IT resources; carrying NASA Sensitive But Unclassified (SBU) information; using a NASA IT account; accessing NASA IT resources located in the U.S. or its territories; or visits to U.S. facilities that are under the control of non-U.S. entities. Users shall report any loss, damage, or tampering of NASA IT assets or any IT assets containing NASA information immediately to the NASA Security Operations Center (SOC) (soc@nasa.gov, 877-627-2732).
 - 2) All U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in accordance NFS clause 1852.225-70, EXPORT LICENSES.

- e) Contractor employees on official travel to a designated country:
- 1) If the contractor travel is to a “Designated Country” included on the listing of current designated countries at <http://oiir.hq.nasa.gov/nasaecp/index.html>, and/or Russia, in accordance with NASA Procedural Requirements (NPR) 1660.1 entitled, NASA Counter Intelligence and Counter Terrorism, contractor employees are required to receive foreign travel briefings prior to official travel and a debriefing once travel is completed. These briefings include information on the threat from foreign intelligence services, the need to protect NASA classified and sensitive information, elicitation techniques and methods, the impact to NASA when classified and/or sensitive information is lost or stolen and any current State Department advisories or warnings regarding the country(ies) to be visited.
 - 2) Contractor employees traveling to any designated countries, and/or Russia, on official NASA business shall contact the cognizant NASA Center Counter Intelligence/Counter Terrorism (CI/CT) office at least two weeks prior to traveling to schedule a personalized foreign travel briefing. Contractor employees shall also schedule a debriefing within one week of returning from travel. The cognizant NASA CI/CT Office can be reached at _757-864-3403 or 757-864-5233. Briefings and debriefings may be done in person or by phone as necessary and no paperwork is required. In addition, if a contractor employee is traveling to a non-designated country on official NASA business, the contractor employee may contact the cognizant NASA CI/CT Office in order to arrange a telephonic or e-mail briefing. For non-official foreign travel, contractor employees are also highly encouraged to contact the cognizant NASA CI/CT Office to arrange a telephonic or e-mail briefing.

(End of Clause)

H.33 LARC 52.246-97 ISO 9001 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (COMPLIANT AT AWARD) (MARCH 2012)

- (a) The Contractor's quality system shall be compliant with the requirements of the current International Standard ISO 9001, Quality Management Systems Requirements.
- (b) The Contractor's quality system shall remain in compliance with the ISO 9001 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.
- (c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of clause)

H.34 GSFC 52.204-99 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013)

- (a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Personal Identity Verification (PIV) Card Issuance Procedures (provided at time of award), for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment J-1 for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.
- (b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer’s Representative (COR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIVsystem.
- (c) Each contract employee shall provide to the Contractor’s designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.
- (d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
 - 1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
 - 2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract. If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to

reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

- (e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.35 GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (NOV 2020)

- (a) (1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel – Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.
- (2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.
- (3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.
- (b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:
- (1) Harassment and Discrimination Announcements:
<https://eeo.gsfc.nasa.gov/article/anti-harassment>
 - (2) GSFC Workplace Violence Announcement:
<https://ohcm.gsfc.nasa.gov/content/gsfcc-workplace-domestic-violence>
 - (3) GPR 1600.1, GSFC Security Requirements
 - (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
 - (5) GPR 1700.1, Occupational Safety Program at GSFC
 - (6) GPR 1700.2, Chemical Hygiene Program
 - (7) GPR 1700.5, Control of Hazardous Energy (Lockout/Tagout)
 - (8) GPR 1700.6, Confined Space Program at GSFC
 - (9) GPR 1700.7, Electrical Safety

- (10) GPR 1700.8, GSFC Hazard Communication Program
- (11) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (12) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (13) GPR 1840.2, Industrial Hygiene Program
- (14) GPR 1860.1, Ionizing Radiation Protection
- (15) GPR 1860.2, Laser Radiation Protection
- (16) GPR 1860.3, Radio Frequency Radiation Protection
- (17) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (18) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (19) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (20) NPR 3713.3, Anti-Harassment Procedures
- (21) GPD 8500.1, Environmental Policy and Program Management
- (22) GPR 8621.4, GSFC Mishap Preparedness and Contingency Plan
- (23) GPR 8710.2, GSFC Emergency Management Program Plan
- (24) GPR 8710.7, Cryogenic Safety
- (25) GPR 8710.8, GSFC Safety Program Management
- (26) GPD 8715.1, GSFC Safety Policy
- (27) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports
- (28) GPR 8715.8, Fall Protection Requirements for GSFC

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility) or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

- (c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.36 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS (NOV 2019)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

- (a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-1625 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and logan.j.wright@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at <https://idmax.nasa.gov>. Until access is approved, use the Contractor [Monthly Statistics Report Template](#) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to logan.j.wright@nasa.gov.

(End of clause)

H.37 GSFC 52.223-92 GOVERNMENT PROPERTY – COMPLIANCE WITH SAFETY STANDARDS (FEB 2016)

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 Wallops Flight Facility Safety Office, Code 803.

(End of clause)

H.38 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006)

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

(END OF SECTION)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Clause(s) 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. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following addresses:

<https://www.acquisition.gov/?q=browsefar>

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- I.2 FAR 52.202-1 DEFINITIONS. (JUN 2020)
- I.3 FAR 52.203-3 GRATUITIES. (APR 1984)
- I.4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
- I.5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)
- I.6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)
- I.7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
- I.8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
- I.9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)
- I.10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)
- I.11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021) (Insert "NASA OIC Cyber Hotline: <https://oig.nasa.gov/hototline.html> ; Department of Homeland Security Fraud Hotline: https://www.oig.dhs.gov/index.php?option=com_content&view=article&id=51&Itemid=133); Inspector General Hotline Posters: <https://oig.nasa.gov/hotline.html>)
- I.12 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
- I.13 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)

- I.14 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- I.15 FAR 52.204-2 SECURITY REQUIREMENTS. (MAR 2021)
- I.16 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- I.17 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)
- I.18 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
- I.19 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)
- I.20 FAR 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE. (OCT 2016)
- I.21 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)
- I.22 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS. (OCT 2016)
- I.23 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)
- I.24 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- I.25 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- I.26 FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- I.27 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)
- I.28 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)
- I.29 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
- I.30 FAR 52.210-1 MARKET RESEARCH. (NOV 2021)
- I.31 FAR 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
- I.32 FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)
- I.33 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)
- I.34 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

- I.35 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
- I.36 FAR 52.215-14 INTEGRITY OF UNIT PRICES. (NOV 2021)
- I.37 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
- I.38 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
- I.39 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
- I.40 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.41 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (NOV 2021)
- I.42 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)
- I.43 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) (Insert in (a)(3) 30th)
- I.44 FAR 52.216-8 - FIXED FEE. (JUN 2011) (LaRC ONLY)
- I.45 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999) (Insert "30 days prior to the end of the period of performance.")
- I.46 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)
- I.47 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
- I.48 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (SEP 2021)
- I.49 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- I.50 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990) **Overtime Premium Rate(s) to be applied to Fully Burdened Rate(s) of Non-Exempt Labor Categories at a 150%**
- I.51 FAR 52.222-3 CONVICT LABOR. (JUN 2003)
- I.52 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (MAY 2018)
- I.53 FAR 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2022)
- I.54 FAR 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT (JUN 2020)
- I.55 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)
- I.56 FAR 52.222-26 EQUAL OPPORTUNITY. (SEPT 2016)
- I.57 FAR 52.222-29 NOTIFICATION OF VISA DENIAL. (APR 2015)
- I.58 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)

- I.59 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
- I.60 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
- I.61 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021) -
- I.62 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (NOV 2021)
- I.63 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (JAN 2022)
- I.64 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)
- I.65 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
- I.66 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021) - ALTERNATE I (JUL 1995)
- I.67 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011) - ALTERNATE I (MAY 2011)
- I.68 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.69 FAR 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)
- I.70 FAR 52.223-12 MAINTENANCE, SERVICE, REPAIR OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (JUN 2016)
- I.71 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (MAY 2020)
- I.72 FAR 52.223-16 ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
- I.73 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (AUG 2018)
- I.74 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)
- I.75 FAR 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
- I.76 FAR 52.224-2 PRIVACY ACT. (APR 1984)
- I.77 FAR 52.225-1 BUY AMERICAN - SUPPLIES. (NOV 2021)
- I.78 FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)
- I.79 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)
- I.80 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION. (JUN 2020).
- I.81 FAR 52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)

- I.82 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)
- I.83 FAR 52.227-3 PATENT INDEMNITY. (APR 1984)
- I.84 FAR 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (MAY 2014) [AS MODIFIED BY NFS 1852.227-11 (APR 2015)]
- I.85 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014) – ALTERNATE II (DEC 2007) AND ALTERNATE III (JUN 1989) [AS MODIFIED BY NFS 1852.227-14 (APR 2015)]
- I.86 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- I.87 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
- I.88 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
- I.89 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
- I.90 FAR 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) Insert in (a) TBD, TBD.
- I.91 FAR 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
- I.92 FAR 52.232-1 PAYMENTS. (APR 1984)
- I.93 FAR 52.232-9 LIMITATION ON WITHHOLDING PAYMENTS (APR 1984)
- I.94 FAR 52.232-17 INTEREST. (MAY 2014)
- I.95 FAR 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- I.96 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- I.97 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
- I.98 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017) -- ALTERNATE I (FEB 2002)
- I.99 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- I.100 FAR 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION. (JUL 2013) Insert in (c) "NASA Shared Service Center, Financial Management Division (FMD)-Accounts Payable, Bldg. 1111, C Road, Stennis Space Center, MS, 39529."
- I.101 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- I.102 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
- I.103 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)
- I.104 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

- I.105 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- I.106 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
- I.107 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
- I.108 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)
- I.109 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- I.110 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (SEP 2021)
- I.111 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
- I.112 FAR 52.242-13 BANKRUPTCY. (JUL 1995)
- I.113 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)
- I.114 FAR 52.244-2 SUBCONTRACTS. (JUN2020) - ALTERNATE I (JUN 2020) (Insert: in (d) "greater than \$100,000")
- I.115 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
- I.116 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)
- I.117 FAR 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)
- I.118 FAR 52.245-9 USE AND CHARGES. (APR 2012)
- I.119 FAR 52.246-23 LIMITATION OF LIABILITY. (FEB 1997)
- I.120 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- I.121 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)
- I.122 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)
- I.123 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (NOV 2021)
- I.124 FAR 52.248-1 VALUE ENGINEERING. (JUN 2020)
- I.125 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
- I.126 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)
- I.127 FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) - ALTERNATE I (APR 1984)
- I.128 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)
- I.129 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

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

- I.130 NFS 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)
- I.131 NFS 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS.(AUG 2014)
- I.132 NFS 1852.215-84 OMBUDSMAN (NOV 2011) JSC, LaRC & WFF.
- I.133 NFS 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (AUG 2016)
- I.134 NFS 1852.216-90 ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING. (AUG 2014)
- I.135 NFS 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (APR 2015)
- I.136 NFS 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (NOV 2015)
- I.137 NFS 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)
- I.138 NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
- I.139 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)
- I.140 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)
- I.141 NFS 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION. (APR 2001)

(End of Clauses Incorporated by Reference)

- I.142 FAR 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

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

(End of clause)

- I.143 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

- a) Definitions. As used in this clause–

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

- b) Safeguarding requirements and procedures.
- 1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - 2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding

requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

- c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.144 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

I.145 FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA.
(JUN 2020)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors and the nature and amount of any contingencies included in the price), unless an exception under

- 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
 - (c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall insert either—
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data-Modifications.

(End of clause)

I.146 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

- (a) The requirements of paragraphs (b) and (c) of this clause shall—
 - (1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) 15.403-4(a)(1) on the date of execution of the modification; and
 - (2) Be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-4(a)(1) is adjusted for inflation as set forth in FAR 1.109(a), then pursuant to FAR 1.109(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification. (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later.

(End of clause)

I.147 FAR 52.216-18 ORDERING.(AUG 2020)

- a. Any supplies and service to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **March 1, 2023 through September 30, 2030** for JSC, LaRC and WFF.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- c. A delivery order or task order is considered "issued" when—
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- d. Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract. If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.148 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of ~~\$55,000,000~~;
 - (2) Any order for a combination of items in excess of ~~\$65,000,000~~; or
 - (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.149 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2030.

(End of clause)

I.150 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (SEP 2021)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

- (1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
- (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

- (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
- (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
- (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
- (5) Orders, regardless of dollar value, that are—

- (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
- (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) *Independent contractors.* An independent contractor shall be considered a subcontractor.
- (e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) The Contractor shall comply with the limitations on subcontracting as follows:
- (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
 - By the end of the base term of the contract and then by the end of each subsequent option period; or
 - By the end of the performance period for each order issued under the contract.
 - (2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

- (g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

I.151 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.152 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.153 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS. (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon. *Ozone-depleting substance*, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C.7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall–

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by–

- (i) Type of hydrofluorocarbon (e.g., HFC-134 a, HFC-125, R-410 A, R-404 A, etc.);
- (ii) Contract number; and
- (iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after–

- (i) Annually by November 30 of each year during contract performance; and
- (ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

I.154 FAR 52.223-20 AEROSOLS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

I.155 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Alice Pursell, alice.j.pursell@nasa.gov.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

I.156 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation Internet address - <http://www.arnet.gov.far/>

NASA FAR Supplement Internet address -
<http://www.hq.nasa.gov/office/procurement/reg/nfstoc.htm>

(End of clause)

I.157 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(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.158 FAR 52.252-4 ALTERATIONS IN CONTRACT. (APR 1984)

Portions of this contract are altered as follows: Clause I-111 FAR 52.243-2, Changes - Cost-Reimbursement, is modified by deleting the 30-day reference and inserting a reference to 60 days in lieu thereof.

(End of clause)

I.159 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 5 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -
- 1) Be submitted in writing;
 - 2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - 3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.160 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

- a) Definitions. As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item.

Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- b) The Contractor, on completion of this contract, shall -
- 1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - 2) Submit this estimate to the Contracting Officer.

(End of clause)

I.161 FAR 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 thereunder.
- (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—

General Services Administration
 Attn: FWA
 1800 F Street, NW Washington, DC 20405

(End of clause)

I.162 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only: it is not a Wage Determination.

NASA SLC	DOL Classification	Monetary Wage / Fringe Benefits
Administrative Support I	Administrative Assistant (01020)	GS 4
Administrative Support II	Administrative Assistant (01020)	GS 7
Administrative Support III	Administrative Assistant (01020)	GS 9

*Note: The overwhelming majority of non-exempts are covered by a Collective Bargaining Agreement (CBA) found within Attachment J-4-1. The categories listed in the above table are non-exempt, non-union and are, therefore; not covered by a CBA.

(End of clause)

I.163 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET and will require Sensitive Compartmented Information (SCI) access. There is a potential after contract award for the contractor to obtain a Top Secret Facility Clearance. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-5.

(End of clause)

I.164 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

- a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - 1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - 2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - 3) Proposed fee type (Award Fee or Fixed Fee).
 - 4) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - 1) Date of the order.
 - 2) Contract number and order number.
 - 3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - 4) Performance standards, and where appropriate, quality assurance standards.
 - 5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - 6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - 7) Delivery/performance schedule including start and end dates.
 - 8) If contract funding is by individual task order, accounting and appropriation data.

- e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.
- f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.165 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (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 nondevelopmental 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.166 NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D)

- (a) Definitions, as used in this clause.
 - "Acquire" means to procure with appropriated funds by and for the use of NASA through purchase or lease.
 - "Covered foreign country" means the People's Republic of China. "Covered telecommunications equipment or services" means-
 - Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

- For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

- (b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.
- (c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract:
1. A brief description of the item(s).
 2. The vendor/manufacturer’s company name and address.
 3. If known, the vendor/manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.
- (d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered

telecommunications equipment or service] to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

- (e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

I.167 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (DEVIATION PCD 21-01)

- (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 or Controlled Unclassified Information (CUI), 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.168 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)

I.169 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items): Any data requested by the Government for any legitimate government use.

(End of clause)

I.170 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 Alternate 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, if applicable, and GSFC 52.227-93.

(End of clause)

(END OF SECTION)