

**SECTION C OF NAS5-  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

ACCOUNTING AND APPROPRIATION DATA:

PR:

AMT: \$0

B/NC:

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- J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

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**B. 1 DELIVERABLE REQUIREMENTS**

The Contractor shall perform and/or deliver the following, based on the specified schedule:

<u>Item</u>	<b>Description</b>	<b>Quantity</b>	<b>Action</b>	<b>Schedule</b>	<b>Class (Ref Clause D.1)</b>
1	Raw and Analyzed Science and Engineering Data (SOW 2.0)	All	N/A	Upon commissioning through 2 years after launch	IV
2	Integrated Spacecraft and Science Instrument Suite (SOW 2.0)	1 lot	N/A	Launch minus X days	I
3	Level 1 Program Requirements Document signed by NASA HQ, Office of Space Science and the Principal Investigator (SOW 3.1)	1	A		IV
4	Preliminary Performance Assurance Implementation Plan (PAIP) (SOW 5.7)(MAR 2.1) Final PAIP (SOW 5.7)(MAR 2.1)	2 Copies	R		IV
		2 Copies	R		IV
5	Continuous Risk Management Plan (SOW 3.0) (MAR 1.0)	2	R		IV
6	Preliminary Software IV&V Approach, Milestones Agreement Final Milestones Agreement (SOW 5.4)	2	A		IV
7	Lessons Learned Information System (LLIS) plan, Mission specific review of database, supporting inputs to LLIS based on project experience/need as determined by the Explorer Program Office (SOW 5.0) (MAR 1.0)	1	R		IV
8	Inputs for safety, reliability	1	A		IV

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	and quality assurance insight agreement prepared by Explorer Program Office (MAR 2.0)				
9	Failure Reports SOW 5.8) (MAR 2.3, 5.5)	2 Each	R	<i>Within 72 hours of failure</i>	I
10	Failure Mode and Effects Analysis (SOW 5.8) (MAR 5.3)	2 Each	R		IV
11	Engineering Peer Review Plan (SOW 4.1) (MAR 3.0)	2	R		IV
12	Mission Preliminary Design Review (PDR) /Confirmation Readiness Assessment packages (SOW 4.2) (MAR 3.0)	50	R		IV
13	Mission Confirmation Readiness Review package (SOW 4.2, 4.3)	50	R		I
14	Mission Confirmation Review package (SOW 4.2, 4.3)	50	R		I
15	Preliminary Hazard Analysis (SOW 5.0) (MAR 4.1)	2	R		IV
16 a	Preliminary System Safety Plan (SOW 5.3)(MAR 4.1)	2	R		IV
b	Final System Safety Plan (SOW 5.3) (MAR 4.1)	2	A		
17	Mission Critical Design Review (CDR) package (SOW 4.2) (MAR 3.0)	50	R		IV
18	Preliminary Missile System Pre launch Safety Package (MSPSP) (MAR 4.2)	1	R		IV
19	Pre-Environmental Review (PER) package (SOW 4.2) (MAR 3.0)	50	R		IV
20	Pre-Ship Review (PSR) package (SOW 4.2) (MAR 3.0)	50	R		IV
21	Flight Readiness Review inputs (SOW 4.2) (MAR 3.0)	50	R	7 days prior to launch	IV
22	Final MSPSP to Range (MAR 4.2)	2	A	120 days prior to launch	IV
23	Hazardous Procedures to Range	1	A	70 days prior to first use at range	I
24	Flight Operations Review package (SOW 4.2) (MAR 3.0)	50	R		I

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25	Integrated Independent Review Plan (IIRP) (SOW 4.2) (MAR 3.0)	1	A		IV
26	Project responses to recommendations Request for Action (RFA's) in IV&V report (SOW 4.3)	1	A	As required All IV&V RFA's closed by MRR	IV
27	Probabilistic Risk Assessment (SOW 5.1) (MAR 5.3)	1	R		IV
28	As built parts list (maintained) (MAR 5.1)	1	AFR	Throughout the life cycle for GIDEP/NASA searches	IV
29	As built materials list (maintained) (MAR 5.2)	1	AFR	Through out the life cycle for NASA searches	IV
30	Preliminary EEE Parts list (MAR 5.1) Final EEE Parts list (MAR 5.2)	1 Copy 1 Copy	I I		IV IV
31	Preliminary Materials List (MAR 5.2) Final Materials list (MAR 5.2)	1 Copy 1 Copy	I I		IV IV
32	Preliminary Contamination Control Plan (CCP) (SOW 5.3) Final CCP (SOW 5.2)	1 Copy 1 Copy	R R		IV IV
33	Verification Matrix (MAR 6.0)	2 Copies	R		IV
34	Environmental Test Matrix (MAR 6.0)	2 Copies	R		IV
35	Draft Verification Procedures (MAR 6.0) Final Verification Procedures (MAR 6.0)	2 Copies 2 Copies	AFR AFR		IV IV
36	Integration and Test Plans and Procedures (MAR 6.0)	2 Copies	AFR	Upon Request	IV
37	Preliminary Orbital Debris Report (MAR 4.1) Final Orbital Debris Report (MAR 4.1)	1 Copy 1 Copy	A A		IV IV
38	Acceptance Data Package (MAR 7.0)	1 Copy	AFR	Launch plus 30 days	IV
39	Weekly Progress reports beginning with Phase B (due on Thursday of each week.)	1 copy via email to	R	Weekly	IV

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	(SOW 3.1)	the MM			
40	Monthly Technical Progress Reports (SOW 3.0, 3.3) (Clause C.2) (MAR 2.3)	2 Copies	R	<i>Monthly</i>	<i>IV</i>
41	Final Phase B/C/D Technical Report (Clause C.2) (SOW 3.3)	6 Copies	R	<i>Launch plus 60 days</i>	<i>IV</i>
42	Final Phase E Technical Report (Clause C.2) (SOW 2.0)	6 Copies	R		<i>IV</i>
43	Monthly Financial Reports (533M) (Sow 3.0,Clauses G.1, G.4)	3 Copies	R	<i>Monthly 20<sup>th</sup> day of month</i>	<i>IV</i>
44	Quarterly Financial Reports (533Q) (Sow 3.0,Clauses G.1, G.4)	3 Copies	R	<i>Quarterly</i>	<i>IV</i>
45	New Technology Report (Clause I.1, 52.227-11)	1 Copy	R		<i>IV</i>
46	Foreign travel requests (Clause G.3)	1	A	<i>NLT 30 days prior to trip</i>	<i>IV</i>
47	Requests for Government owned equipment (Clause G.5, DD1419)	1	A	<i>30 days advanced notice</i>	<i>IV</i>
48	Annual 1018 property report (Clause G.6)	2	R	<i>NLT 10/15 of each year, including 10/15 after contract expires</i>	<i>IV</i>
49	Preliminary IT security plan Signed IT security plan (Clause H.11)	3 3	R A	<i>30 Days After Mod Award</i>	<i>IV</i>
50	Inputs to launch readiness review (SOW 4.2)	50	R	<i>7 days before launch</i>	<i>I</i>
51	Mission Operations Center (MOC) and Science Operations and Data Analysis (SODA) review package (SOW 2.0)	50	R	<i>45 days after launch</i>	<i>IV</i>
52	Fault Tree Analysis (SOW 5.8) (MAR 5.3)	2	R		<i>IV</i>
53	Mission Operations Review package (SOW 4.2) (MAR 3.0)	50	R		<i>I</i>

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54	Mission Readiness Review package (SOW 4.2)	50	R		<i>I</i>
55	System Engineering Management Plan (SOW 5.9)	1	R		<i>IV</i>
56	Configuration Control Plan (SOW 5.10)	1			<i>IV</i>
57	Data Project Management Plan (SOW 5.11)	2	A		<i>IV</i>
58	Quarterly health and safety report (Clause H.8)	1	R	<i>As Required</i>	<i>IV</i>
59	Subcontracting Reports—SF294, SF295 (Clauses H.7, I.9)	1	I	<i>Semi-Annual &amp; Final/ Semi-Annually</i>	<i>IV</i>
<b><u>Phase A Contract Deliverables</u></b> (retained from Basic Contract for <u>Completeness</u> )					
1	Phase A Concept Study Report (CSR) in accordance with Section J, Attachments A and B	40 copies of CSR, 25 copies of Fact Sheet and 40 CDs containing an electronic version of the CSR in a single PDF file			
2	Phase A Financial Management Report (Clause G.5)	3			
3	Phase A Concept Study Review Meeting (Section J, Attachment A)	1			
4	Bridge Phase Support (Clause H.1)	<i>As Required</i>		<i>For 2 months after exercise of option</i>	
5	Monthly Financial Management Reports (533M) (Clauses G.6, G.7)	3		<i>Monthly</i>	
6	Quarterly Financial Management Reports (533Q) (Clauses G.6 and G.7)	3		<i>Quarterly</i>	

R (Review) - Documents in this category are to be reviewed within 10 working days by GSFC in order to determine contractor effectiveness in meeting contract objectives. When Government review reveals inadequacies, the contractor is required to address/correct the inadequacies upon written communication of these inadequacies to the contractor.

I (Information) - Documents in this category are to be provided to GSFC for information purposes only. No GSFC response is required, but the Contractor is required to provide clarifications/corrections in the event that GSFC notifies the Contractor that the information is unclear or incorrect.

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A (Approve) - Documents in this category require review and approval by GSFC prior to use or implementation. GSFC shall approve/disapprove within 10 working days of receipt. Requirements for resubmission shall be specified in letter(s) of disapproval.

AFR (Available For Review) - Documents in this category are to be available at the contractor's facility for review upon GSFC's request.

Class (Reference Clause D.1) - Clause D.1 discusses classes I, II, and III items. Class IV is discussed in NPG 6000.1E, which is mentioned in the clause.

(End of clause)

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**B. 2 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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**B. 3 ESTIMATED COST (18-52.216-81) (DEC 1988)**

The total estimated cost for complete performance of this contract is \$ . See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

(End of clause)

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

For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ . This allotment is for all items under the contract and covers the following estimated period of performance: the start of the contract through .

(End of clause)

**B. 5 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)**

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

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

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

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

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

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

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

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

(End of clause)

**SECTION C OF NAS5 -  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C. 1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)**

The Contractor shall provide the personnel, materials, and facilities (except as otherwise provided by the Government as specified in this contract) necessary to perform Phases A through E of the Mission, and to furnish the items specified in Section B of this contract in accordance with the following:

- 1) Statement of Work for Phases B-E (Attachment A of the contract)
- 2) Phase A Statement of Work (Attachment F to the Contract)
- 3) Guidelines and Criteria for the Concept Study (Attachment G to the Contract)
- 4) Mission Assurance Requirements (Attachment H to the Contract)

(End of clause)

**C. 2 REPORTS OF WORK--RESEARCH AND DEVELOPMENT**

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

(b) Final report. The Contractor shall submit a final report that documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract. The final report shall be submitted in copies.

(c) Submission. The Contractor shall submit the reports required by this clause as follows:

<u>Copies</u>	<u>Addressee</u>	<u>Mail Code</u>
1	Contracting Officer	
2	Contracting Officer's Technical Representative (COTR)	
3.	Technical Information Services Branch	

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Additional addressee for submission of final report:

1                      Center for AeroSpace Information (CASI)  
                            Attn: Document Processing Section  
                            7121 Standard Drive  
                            Hanover, Maryland 21076-1320

(d) Submission dates. Monthly Progress Reports shall be submitted by the 20th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month.

(End of clause)

**SECTION D OF NAS5 –  
PACKAGING AND MARKING**

**D. 1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70) (JUN 2000)**

(a) The Contractor shall comply with NPG 6000.1E, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", dated April 26, 1999, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III, to include the Class I items of spacecraft and instruments.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided--

(1) The Contractor's procedures are not in conflict with any requirements of this contract, and

(2) The requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

**SECTION E OF NAS5 -  
INSPECTION AND ACCEPTANCE**

**E. 1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)**

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

<u>Item</u>	<u>Location</u>	<u>Authorized Representative</u>
1. Deliverable No. 2	At Launch	COTR
2. All other Deliverable Items	Goddard Space Flight Center	COTR and/or Contracting Officer When applicable

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**E. 2 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)**

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for all the items contained in B.1 except

\_\_\_\_\_.

(End of clause)

**E. 3 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)**

In performance of this contract, the Contractor shall impose inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

**E. 4 Inspection of Research and Development (Short Form)(52.246-9) (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a

**SECTION E OF NAS5 -  
INSPECTION AND ACCEPTANCE**

manner that will not unduly delay the work. If the Government performs inspection or evaluation of the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

**E. 5 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)**

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

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

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

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

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

Receiving and Inspection (Code 239), Goddard Space Flight Center, Greenbelt, MD  
20771.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope which shall be securely attached to the exterior of the package in the most protected location.

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

(End of clause)

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INSPECTION AND ACCEPTANCE**

**E. 6 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause (E. 4 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)(52.246-9) (Apr 1984) of this contract for 2 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**SECTION F OF NAS5 -  
DELIVERIES OR PERFORMANCE**

**F. 1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)**

Shipment of the items required under this contract shall be to:

<u>Item</u>	<u>Address</u>	<u>Marked For</u>
All, except Item 2	Goddard Space Flight Center Greenbelt, MD 20770	
2	Launch Site—Kennedy Space Ctr	

Compliance with this clause is necessary to assure verification of delivery, acceptance in accordance with Clause E.1, and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD, and the shipment requires a receiving report (DD 250), delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the DD 250 to Receiving personnel before making delivery to the on-site location(s) specified above.

(End of clause)

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

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than

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carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1) (i) Pack and mark the shipment to comply with contract specifications; or  
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

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**G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)**

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

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following:

Contracting Officer, Code  
Contracting Officer's Technical Representative, Code  
Resources Analyst, Code

(2) The reporting will be at level 2 of the Work Breakdown Structure (WBS), and the structure shall be in accordance with Section 3.0 of Attachment A of Section J of this contract and Contract Attachment C, Financial Management Reporting Requirements. Critical subcontractors (Swales Aerospace) shall provide a comparable level of detail in satisfaction of this reporting requirement.

(c) Web sites. (1)NPG 9501.2D, "NASA Contractor Financial Management Reporting":

[http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial\\_Management/contents.h  
tml](http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html)

(2) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

**G. 2 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)**

(a)The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher and one copy should be submitted to:

Cost and Commercial Accounts Department  
Code 155

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Goddard Space Flight Center  
Greenbelt, Maryland 20771

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

(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

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

(1) One original and one copy Standard Form (SF)1034, SF 1035, or equivalent Contractor's attachment to:

Cognizant Audit Agency: DHHS Audit Office  
Office of Audit Services  
Attn: Douglas Szucs, Audit Manager  
50 United Nations Plaza, Room 171  
San Francisco, CA 94102

(2) (Reserved)

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

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

(End of clause)

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

(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.

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(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.

(End of clause)

**G. 4 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 2000)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPG) 9501.2D, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

**G. 5 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)**

(a) "Equipment," as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

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(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the Contracting Officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

**G. 6 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (AUGUST 2001) (DEVIATION)**

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, Property and Reporting Team, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

Goddard Space Flight Center, Property Management Branch, Code 235, Greenbelt, MD 20771--unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 14.2, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and the actual cost must be adjusted during the 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 immediately contact the cognizant NASA Center Industrial Property Officer (IPO) to discuss corrective action.

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

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

(End of clause)

**G. 7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)**

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

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

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Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771
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(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

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

(1852.204-74)	CENTRAL CONTRACTOR REGISTRATION (MAY 2002)
(1852.208-81)	RESTRICTIONS ON PRINTING AND DUPLICATING (OCT 2001)
(1852.223-70)	SAFETY AND HEALTH (APR 2002)
(1852.223-75)	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)--ALTERNATE I (JUNE 2002 ("for default" is deleted from the clause) (Deviation) (JUNE 2002)
(1852.244-70)	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985)

(End of By Reference Section)

**H.2 RESERVED**

**H.3 RESERVED**

**H.4 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)**

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

- (1) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

- (1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;
- (2) Allow access to such data only to those of its employees that require access for their performance under this contract;
- (3) Preclude access and disclosure of such data outside the Contractor's organization; and
- (4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

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(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

**H. 5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

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(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract).

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

**H. 6 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)**

In accordance with FAR 15.204-1(b), the Contractor's completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H. 7 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as Attachment E to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

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c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

The Contractor shall prepare and submit Standard Form 294 (Rev. 12-98), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 12-98), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HS, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H. 8 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (SEP 2000)**

a. Purpose. This clause establishes additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 1852.223-70, "Safety and Health", of this contract.

b. Other safety and health requirements. (1) In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

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Quarterly health and safety report specifying incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, man-hours worked/month, and total employees. Template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety

(2)The immediate notification and prompt reporting required by paragraph (c) of clause 1852.223-70 shall be to the to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, Tele 301-286-2281 and to the Contracting Officer. This should be an oral notification and confirmed by FAX or E-Mail. 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.

(End of clause)

**H. 9 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)**

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

(End of clause)

**H. 10 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)**

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

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

\_\_\_\_\_, Principal Investigator

(End of clause)

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**H.11 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (JULY 2002)**

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:

- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
- (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to NASA networks or computers at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000. The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedures and Guidelines (NPG) 2810.1, Security of Information Technology; and
- (3) Chapter 3 of NPG 1620.1A, NASA Security Procedures and Guidelines.

(c) Within 30 days after contract award (award of modification 10), the contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(d)(1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPG 2810.1, Section 4.5; NPG 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position

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requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.

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

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

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

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

(3) Screening for individuals shall employ forms appropriate for the level of risk as follows:

(i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;

(ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and

(iii) IT-3: NASA Form 531, Name Check, and FC 258.

(4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.

(5) Screening of contractor personnel may be waived by the Contracting Officer for those individuals who have proof of--

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

(ii) Screening conducted by NASA within last three years; or

(iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

(e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPG 2810.1, Section 4.3 requirements. The contractor may use web-based training available from NASA to meet this requirement.

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**H.12 EXPORT LICENSES (1852.225-70) (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 any Government installation, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

**H.13 PHASED EFFORT (GSFC 52.216-103) (OCT 1988)**

The Contractor shall not commence any effort or incur any costs associated with Phases C/D/E of this contract until Phase B is completed and approved by the Government, except that the Contractor may request approval to initiate and incur costs for certain Phase C/D/E efforts such as the fabrication or purchase of long lead parts, but such authority shall be specifically approved in writing, by the Contracting Officer.

The Contractor shall institute and maintain an accounting system that clearly segregates Phase B costs from Phase C/D/E costs. Phase C/D/E costs shall be segregated to clearly indicate the costs for each item of effort initiated prior to the completion of Phase B.

In the event that this contract is terminated for any reason prior to the approval of the Phase B effort, the Contractor shall not be reimbursed for any costs incurred or fee for any Phase C/D/E effort except for costs reasonably and properly allocable to, and directly associated with, and appropriate fee for specifically approved Phase C/D/E efforts.

(End of clause)

**SECTION H OF NAS5 -  
SPECIAL CONTRACT REQUIREMENTS**

## **SECTION I OF NAS5 - CONTRACT CLAUSES**

### **I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- (52.202-1) DEFINITIONS (DEC 2001)
- (52.203-3) GRATUITIES (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7) ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUGUST 2000)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (JUN 1999)--ALTERNATE II (APR 1998)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.215-10) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
- (52.215-12) SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES (OCT 1997)--ALTERNATE I (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- (52.215-17) WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- (52.215-21) REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (DEC 2002) Substitute the words "Subpart 31.3" for the words "Subpart 31.2".
- (52.216-11) COST CONTRACT--NO FEE (APR 1984)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- (52.222-3) CONVICT LABOR (JUN 2003)

## SECTION I OF NAS5 - CONTRACT CLAUSES

- (52.222-19) CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (SEPT 2002)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- (52.222-26) EQUAL OPPORTUNITY (APR 2002)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)
- (52.225-8) DUTY FREE ENTRY (FEB 2000)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997) as modified by NASA FAR Supplement 1852.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987)--ALTERNATE IV (JUN 1987)
- (52.227-16) ADDITIONAL DATA REQUIREMENTS (JUN 1987)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-5) COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- (52.232-22) LIMITATION OF FUNDS (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (FEB 2002)
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [Par. B(1) fill in-hereafter: "Designated Office" –Cost and Commercial Accounts Department, Code 155, NASA/Goddard Space Flight Center, Greenbelt, MD 20771, fax 301-286-1748, no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (JULY 2002)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-3) PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.243-6) CHANGE ORDER ACCOUNTING (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998) ALTERNATE I (AUG 1998) (insert for paragraph e: "Swales Aerospace") (insert for paragraph k—Johns Hopkins University/Applied Physics Laboratory, UCLA, University of Colorado)
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)

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- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JUN 2003) ALTERNATE I (JUN 2003) (DEVIATION)(PIC 99-15) (SEP 1999)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
- (52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- (52.246-23) LIMITATION OF LIABILITY (FEB 1997)
- (52.246-24) LIMITATION OF LIABILITY--HIGH VALUE ITEMS (FEB 1997)  
ALTERNATE I (APR 1984) High value item is designated as deliverable item 2
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- (52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE  
GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
- (52.249-5) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT  
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
- (1852.203-70) DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUNE 2001)
- (1852.215-84) OMBUDSMAN (JUNE 2000) (fill-in: William F. Townsend at Goddard Space  
Flight Center, Mail stop 100, Greenbelt, MD 20771 Business Phone: 301 286-  
5066  
Fax Number: 301 286-1714 E-mail address: William.F.Townsend@nasa.gov
- (1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (1852.242-78) EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
- (1852.245-75) TITLE TO EQUIPMENT (MAR 1989) (fill-in: paras (a) and (b) insert \$5,000;  
Para (e) insert: Any property to be incorporated into a deliverable end item and  
any other equipment specified as a deliverable.

(End of By Reference Section)

**I. 2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)**

Except for data contained on pages (none), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated \_\_\_\_\_, upon which this contract is based.

(End of Clause)

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**I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)**

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

**I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)**

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

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(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change,

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

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(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

**I. 5 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (APR 2003)**

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

"Commercial item," has the meaning contained in the clause at 52.202-1, Definitions.

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

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

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except

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contracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. Appx.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

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

(End of clause)

**I. 6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

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

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

**I. 7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

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(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

**I. 8 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)**

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

**I. 9 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

## **SECTION I OF NAS5 - CONTRACT CLAUSES**

### **I. 10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)**

(a) Definitions.

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

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

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

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

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

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

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

(End of clause)

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**I. 11 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)**

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of clause)

**I.12 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEB 2003)**

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

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(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause or at the following address.

Center for AeroSpace Information (CASI)

7121 Standard Drive

Hanover, Maryland 21076-1320

Email: help@sti.nasa.gov

Phone: 301-621-0390

FAX: 301-621-0134

(End of clause)

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

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

(End of Clause)

## J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>No. of Pages</u>
A	Statement of Work		
B	Work Breakdown Structure		
C	Financial Management Reporting Requirements		
D	Safety and Health Plan		
E	Master Subcontracting Plan		
F	Phase A Statement of Work		
G	Guidelines and Criteria for the Concept Study		
H	Mission Assurance Requirements		

\* Copies previously provided with the Basic Phase A Contract as Attachments A and B.