

INDEX OF CLAUSES FOR CONTRACT NAS5-

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

- B. 1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)
- B. 2 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)
- B. 3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)
- B. 4 ESTIMATED COST (18-52.216-81) (DEC 1988)
- B. 5 CONTRACT FUNDING (1852.232-81) (JUN 1990)

SECTION C--DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

- C. 1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)
- C. 2 REPORTS OF WORK--RESEARCH AND DEVELOPMENT (GSFC 52.235-90) (AUG 2000)

SECTION D--PACKAGING AND MARKING

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

SECTION E--INSPECTION AND ACCEPTANCE

- E. 1 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)
- E. 2 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)
- E. 3 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)
- E. 4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)
- E. 5 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT--ALTERNATE I (52.246-8) (APR 1984)
- E. 6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (JUN 1995)

SECTION F--DELIVERIES OR PERFORMANCE

- F. 1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)
- F. 2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)
- F. 3 F.O.B. DESTINATION (52.247-34) (NOV 1991)

SECTION G--CONTRACT ADMINISTRATION DATA

- G. 1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)
- G. 2 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)
- G. 3 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87)(MAR 1998)
- G. 4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)
- G. 5 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)
- G. 6 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 2000)
- G. 7 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)
- G. 8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEPTEMBER 2000)

SECTION H--SPECIAL CONTRACT REQUIREMENTS

- H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE
- H. 2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)
- H. 3 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)
- H. 4 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)
- H. 5 EXPORT LICENSES (1852.225-70) (FEB 2000)
- H. 6 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

INDEX OF CLAUSES FOR CONTRACT NAS5-

- H. 7 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)
- H. 8 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52-203-91) (DEC 2000)
- H.9 INDIRECT COST RATES - PREDETERMINED (GSFC 52.216-102) (OCT 1988)

SECTION I--CONTRACT CLAUSES

- I. 1 SECTION I CLAUSES INCORPORATED BY REFERENCE
- I. 2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)
- I. 3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)
- I. 4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)
- I. 5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1998)
- I. 6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)
- I. 7 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)
- I. 8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)
- I. 9 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)
- I.10 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)
- I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)
- I.12 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)
- I.13 CENTER FOR AEROSPACE INFORMATION--FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-70) (JULY 2000)
- I.14 TITLE TO EQUIPMENT (1852.245-75) (MAR 1989)

SECTION J--LIST OF ATTACHMENTS

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

**SECTION B OF CONTRACT NAS5-
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE

The contractor shall support the _____ mission as described in Section C of this contract and shall perform and/or deliver the following:

| <u>Item</u> | <u>Description</u> | <u>Action Required</u> | <u>Qty.</u> | <u>Delivery Date</u> |
|-------------|--------------------|----------------------------|-------------|----------------------|
|-------------|--------------------|----------------------------|-------------|----------------------|

LIST ALL DELIVERABLES

R (Review) – Documents in this category are to be reviewed within 10 working days by the GSFC or its designated representatives in order to determine contractor effectiveness in meeting contract objectives. When Government review reveals inadequacies, the contractor may be requested to correct the inadequacies.

I (Information) – Documents in this category are to be provided to GSFC or its designated representative for information purposes only. No Government response is required.

A (Approve) – Documents in this category require review and approval by GSFC or its designated representative 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.

H (Hardcopy) – Provide a reproducible hardcopy of submittal to NASA/GSFC, Code 460, STP Program Library, Greenbelt, MD 20771.

E (Electronic) – Provide submittal in electronic format to the STP Program Library, COTR, and Contracting Officer

(End of clause)

B. 2 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, exclusive of any fee, 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

**SECTION B OF CONTRACT NAS5-
SUPPLIES OR SERVICES AND PRICES/COSTS**

Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

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

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

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

(End of clause)

B. 3 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.

**SECTION B OF CONTRACT NAS5-
SUPPLIES OR SERVICES AND PRICES/COSTS**

(End of clause)

B.4 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--of this contract.

(End of clause)

B.5 CONTRACT FUNDING

- (a) For purposes of payment of cost in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$_____. This allotment is for the items specified in Clause B.1 and covers the following estimated period of performance: From contract award through _____.
- (b) An additional amount of \$0 is obligated under this contract for payment of fee.

(End of Text)

**SECTION C OF CONTRACT 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 necessary to deliver the _____ and to furnish the items specified in Section B of this contract in accordance with the following: Section J, Attachment A, Statement of Work (SOW).

(End of clause)

C. 2 REPORTS OF WORK--RESEARCH AND DEVELOPMENT (GSFC 52.235-90) (AUG 2000)

(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. Specific topics to be addressed are identified in the Attachment A, Statement of Work, Section 4.0 Requirements, paragraph 1004.

(b) Final reports. Refer to NASA FAR Supplement clause 1852.235-70, "Center for AeroSpace Information--Final Scientific and Technical Reports" of this contract. The Contractor shall submit final reports which include 1) a brief chronological history of the development of the instrument, including synopses of major project reviews beginning with PDR; and 2) a synopsis of instrument science objectives and instrument performance requirements with a synopsis of the actual achievements of the instrument. The report shall document and summarize results, including recommendations and conclusions based on the experience and results obtained. The final reports must comply with NPG 2200.2A, "Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information."

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

[M=Monthly, F=Final]

| <u>Copies</u> | <u>Report Type</u> | <u>Addressee</u> | <u>Mail Code</u> |
|---------------|--------------------|------------------|------------------|
|---------------|--------------------|------------------|------------------|

COMPLETE INFO ON REPORTS/DELIVERABLES

(d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. The first monthly report shall begin following the Preliminary Design Review (PDR). If the PDR is held beyond the middle of a month, the first monthly report shall cover the period from PDR until the end of the following month. The final report shall be two final reports, one for phases B/C/D and one for phase E, to be submitted as follows:

No. 1 60 days after completion of the Phase B/C/D effort

No. 2 60 days after completion of the Phase E effort.

End of clause)

**SECTION D OF CONTRACT NAS5-
PACKAGING AND MARKING**

D. 1 PACKAGING, HANDLING, AND TRANSPORTATION (1852.211-70) (JUNE 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. Items 20 and 21 in Clause B.1 are designated as Class I.

(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 CONTRACT 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> |
|--|-----------------|--------------------------------------|
| ADD ITEM NOS AND LOCATIONS FOR DELIVERY | | |

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 the following deliverable items:

All deliverable items contained in Clause B.1 except Items _____

(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 SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

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

(End of clause)

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

**E. 5 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT
(52.246-8) (APR 1984)**

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business,

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on 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.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

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

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government- furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

E.6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (JUN 1995)

(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.

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

(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) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

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

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(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)

**SECTION F OF CONTRACT 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> |
|-------------|----------------|-------------------|
|-------------|----------------|-------------------|

FILL IN APPLICABLE INFORMATION

Shipment of documentation deliverables shall be to the COTR at GSFC, Code 460, and to others as specified in the applicable contract clauses.

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

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving (Building 16W) may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

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

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F. 3 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 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;

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

(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)

**SECTION G OF CONTRACT NAS5-
CONTRACT ADMINISTRATION DATA**

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) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C 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 214.4
Contracting Officer's Technical Representative, Code 460
Resources Analyst, Code 460
Administrative Contracting Officer (if delegated)

(2) The reporting structure shall be in accordance with Attachment E.

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

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 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97) (SEP 1998)

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this contract for various categories of contractor acquired property.

(End of clause)

G. 3 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

**SECTION G OF CONTRACT NAS5-
CONTRACT ADMINISTRATION DATA**

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 the Auditor.

Department of Health and Human Services
Office of Inspector General, Region I
Attn: Donald Czyzewski
JFK Federal Building, Room 2425
Boston, MA 02203

(2) (Reserved)

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

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

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

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

(End of clause)

G. 4 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> |
|-----------------------|--------------------|-------------------------------------|
| Representative | | Greenbelt, MD 20771 |

**SECTION G OF CONTRACT NAS5-
CONTRACT ADMINISTRATION DATA**

(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)

G. 5 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.

(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. 6 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) 9501.2, 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

**SECTION G OF CONTRACT NAS5-
CONTRACT ADMINISTRATION DATA**

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. 7 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.

(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 nonavailability 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. 8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEPTEMBER 2000)

(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.

**SECTION G OF CONTRACT NAS5-
CONTRACT ADMINISTRATION DATA**

(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.

(3) Three copies 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.

(c) 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 31. 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 31. 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 when due. Such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by NASA. 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)

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

H. 1 SECTION H CLAUSES INCORPORATED BY REFERENCE

| | |
|---------------|--|
| (1852.204-74) | CENTRAL CONTRACTOR REGISTRATION (AUG 2000) |
| (1852.208-81) | RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993) |
| (1852.223-75) | MAJOR BREACH OF SAFETY OR SECURITY (MAY 2001) |
| (1852.244-70) | GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APRIL 1985) |
| (1852.223-70) | SAFETY & HEALTH (MAY 2001) |

(End of By Reference Section)

H. 2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

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

(End of clause)

H. 3 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 an attachment 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.

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.

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

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. 4 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. 5 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.

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

(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. 6 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below 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 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.

(End of clause)

**H.7 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90)
(OCT 1988)**

The _____ instruments to be delivered hereunder will be integrated into spacecraft and must, therefore, be compatible with the spacecraft. Liaison and coordination activity between the Contractor and the spacecraft contractor may be necessary. Such liaison coordination shall not be construed as authority for the spacecraft contractor to issue directives to the Contractor or authorize the acceptance of such direction, if any, by the Contractor. Neither shall the Contractor issue directives to the spacecraft contractor. Problems that cannot be solved between the Contractor and the spacecraft contractor as to mechanical, electrical or other interfaces shall be submitted in writing to the GSFC Technical Officer, prior to, if possible, fabrication of the equipment with a copy to the Contracting Officer.

(End of clause)

**H.8 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS
INFORMATION (GSFC 52-203-91) (DEC 2000)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in

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

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:

(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.9 INDIRECT COST RATES—PREDETERMINED (GSFC 52.216-102) (OCT 1988)

In accordance with paragraph (d) of FAR clause 52.216-15, "Predetermined Cost Rates" of this contract, the predetermined rates are in effect on the date of this contract as contained in the written agreement between the Government and the Contractor dated May 3, 1999 which is Attachment C in Section J of this contract.

(End of clause)

SECTION I OF CONTRACT NAS5- CONTRACT CLAUSES

I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

| | |
|-------------|---|
| (52.202-1) | DEFINITIONS (OCT 1995) |
| (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 1997) |
| (52.204-4) | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 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) |
| (52.215-11) | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA --MODIFICATION (OCT 1997) |
| (52.215-13) | SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997) |
| (52.215-14) | INTEGRITY OF UNIT PRICES (OCT 1997) |
| (52.215-15) | PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) |
| (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 (MAR 2000) (para (a) Substitute Subpart 31.3 for Subpart 31.2) |
| (52.216-11) | COST CONTRACT—NO FEE (APR 1984)—ALTERNATE I (APR 1984) |
| (52.216-15) | PREDETERMINED INDIRECT COST RATES (APR 1998) |
| (52.219-8) | UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000) |
| (52.219-9) | SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)--ALTERNATE II (OCT 2000) |
| (52.219-16) | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) |
| (52.222-1) | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) |
| (52.222-20) | WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) |
| (52.222-21) | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) |
| (52.222-26) | EQUAL OPPORTUNITY (FEB 1999) |
| (52.222-35) | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) |
| (52.222-36) | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) |

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

- (52.222-37) EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
- (52.225-1) BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM – SUPPLIES (FEB 2000)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR 1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY 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
- (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 (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[para (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 (DEC 1998)--ALTERNATE I (DEC 1991)
- (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 (OCT 1995)
- (52.242-4) CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986) (DEVIATION) (JULY 1995)--ALTERNATE I (JUL 1985)--(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

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

- the best possible order, and furnish to the Contracting Officer a statement of--"
The balance of (g)(5) is unchanged.
- (52.246-24) LIMITATION OF LIABILITY--HIGH VALUE ITEMS (FEB 1997)
ALTERNATE I (APR 1984) (Deliverable Items 20, 21, 27 & 18 are High Value
Items)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (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 (JUN 1997)
- (1852.204-76) IT Security (JUL 2001)
- (1852.215-84) OMBUDSMAN (JUNE 2000) The installation Ombudsman is William F.
Townsend, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771,
Business Phone: 301-286-5066, Fax: 301-286-1714, E-mail address:
William.F.Townsend.1@gscf.nasa.gov
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)

(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 July 23, 1999, upon which this contract is based.

(End of Clause)

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.

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

(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 ten (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;

(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.

SECTION I OF CONTRACT NAS5- CONTRACT CLAUSES

(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 ten (10) 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

(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.

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

(End of clause)

**I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(52.244-6) (OCT 1998)**

(a) Definitions.

“Commercial item,” as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions. “Subcontract,” as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(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>

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

(End of clause)

I.7 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (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.8 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.

(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.9 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.

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

(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.10 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)

I.11 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.

SECTION I OF CONTRACT NAS5- CONTRACT CLAUSES

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

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

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

(End of clause)

I.12 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

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

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.13 CENTER FOR AEROSPACE INFORMATION--FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-70) (JULY 2000)

(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 central NASA repository of research information, which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(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) In addition to the final report, as defined at 1827.406-70(a)(3), submitted to the contracting officer, a reproducible copy and a printed or reproduced copy of the final report or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Document Processing Section
7121 Standard Drive
Hanover, Maryland 21076-1320
Phone: 301-621-0390
FAX: 301-621-0134

(d) The last page of the final report submitted to CASI shall be a completed Standard Form (SF) 298, Report Documentation Page. In addition to the copy of the final report, the contractor shall provide, to CASI, a copy of the letter transmitting the final report to NASA for its Document Availability Authorization (DAA) review.

(e) The contractor shall not release the final report, outside of NASA, until the DAA review has been completed by NASA and availability of the report has been determined.

(End of clause)

I.14 TITLE TO EQUIPMENT (1852.245-75) (MAR 1989)

(a) In accordance with the FAR 52.245 Government Property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than \$5000 shall vest in the

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

Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government Property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of \$5000 or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) above vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) above to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government Property clause).

(e) Title to the contractor-acquired property listed below shall vest with the Government.

[Any property to be incorporated into Deliverable Item Nos. 20, 21, 27 or 28]

(End of clause)

**SECTION J OF CONTRACT NAS5-
LIST OF ATTACHMENTS**

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

The following attachments constitute part of this contract:

| <u>Attachment</u> | <u>Description</u> | <u>Date</u> | <u>No. of Pages</u> |
|-------------------|--|-------------|-------------------------|
| A | Statement of Work PHASE: A PHASE: B/C/D/ E | | |
| B | Subcontracting Plan | | |
| C | Colleges and Universities Rate Agreement | | |
| D | Safety & Health Plan | | |
| E | Financial Management Reporting Requirements | Monthly | |

(End of clause)