

**INDEX OF CLAUSES FOR Contract XXXX**

**OMB APPROVAL #: 2700-00**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <b>P</b>	RATING	PAGE OF	PAGE
				<b>2</b>	<b>38</b>
2. CONTRACT NO. (Proc. Inst. Ident.) NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY: CODE <b>210.7</b> NASA Goddard Space Flight Center Greenbelt, Maryland 20771		6. ADMINISTERED BY (If other than item 5) CODE <b>210.7</b>			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code)			CODE	ONWP5	FACILITY CODE
8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER		9. DISCOUNT FOR PROMPT PAYMENT <b>N/A</b>			
10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: <b>P</b> ITEM <b>Clause G.4</b>					
11. SHIP TO/MARK FOR CODE <b>155</b> NASA Goddard Space Flight Center Cost and Commercial Accounts Department Greenbelt, Maryland 20771		12. PAYMENT WILL BE MADE BY: CODE <b>155</b> NASA Goddard Space Flight Center Cost and Commercial Accounts Department Greenbelt, Maryland 20771			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN <b>N/A</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA See Page 1A			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT =>					

**16. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I – THE SCHEDULE</b>				<b>PART II – CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSE	28-37
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-7	<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENT</b>			
<input checked="" type="checkbox"/>	C	DESCRIPTIONS/SPECS./WORK STATEMENTS	8-9	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	38
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	10	<b>PART IV – REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	11-13		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	14-16		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	17-22		M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	23-27				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17 <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation _____ including the additions or changes made by you which additions or changes are : forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) the award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER	
19B. NAME OF CONTRACTOR		20B. UNITED STATES OF AMERICA	
19C. DATE SIGNED		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

INDEX OF CLAUSES FOR Contract XXXX

INDEX OF CLAUSES FOR Contract XXXX

Contract XXXXX  
Page 1A

ACCOUNTING AND APPROPRIATION DATA:

OBLIGATE:

<u>PR Number</u>	<u>GL Account Number</u>	<u>Item Category</u>	<u>JOB</u>	<u>WBS Element</u>	<u>Internal Order Number</u>	<u>Cost Center</u>	<u>Fund Center</u>	<u>Fund</u>	<u>Amount</u>

B/NC:  
PPC: RS

INDEX OF CLAUSES FOR Contract XXXX

**INDEX OF CLAUSES FOR Contract XXXX**

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

- B.4 ESTIMATED COST (18-52.216-81) (DEC 1988)
- B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)
- B.6 PERIOD OF PERFORMANCE

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

- C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)
- C.2 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73)(FEB 2003)

**SECTION D--PACKAGING AND MARKING**

[THERE ARE NO CLAUSES IN THIS SECTION.]

**SECTION E--INSPECTION AND ACCEPTANCE**

- E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)
- E.2 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (JULY 2000)
- E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)
- E.4 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (MAY 2001)--ALTERNATE I (APR 1984)

**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)(JAN 2003)
- 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) (OCT 2003)

**SECTION H--SPECIAL CONTRACT REQUIREMENTS**

- H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE
- H.2 OPTION FOR THE BRIDGE PHASE
- H.3 ADVANCE AGREEMENT TO ADD PHASES B/C/D AND E
- H.4 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)

## **INDEX OF CLAUSES FOR Contract XXXX**

- H.5 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)
- H.6 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)
- H.7 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (OCT 1988)
- H.8 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)
- H.9 EXPORT LICENSES (1852.225-70) (FEB 2000)
- H.10 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

### **SECTION I--CONTRACT CLAUSES**

- I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE
- I.2 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)
- I.3 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6)(APR 2003)
- I.4 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)
- I.5 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)
- I.6 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)
- I.7 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)
- I.8 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)
- I.9 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)
- I.10 PRECONTRACT COSTS (1852.231-70) (JUNE 1995)
- I.11 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (FEB 2003)
- I.12 TITLE TO EQUIPMENT (1852.245-75) (MAR 1989)
- I.13 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

### **SECTION J--LIST OF ATTACHMENTS**

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

INDEX OF CLAUSES FOR Contract XXXX

**INDEX OF CLAUSES FOR Contract XXXX**

**SECTION B OF Contract XXXX  
SUPPLIES OR SERVICES AND PRICES/COSTS**

***B.1 DELIVERABLE REQUIREMENTS AND DELIVERY SCHEDULE***

The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Action Required</u>	<u>Quantity</u>	<u>Delivery Date</u>
1a	Phase A Concept Study Technical Report	R	1 original and 40 H/E copies	
1b	Phase A Concept Study Cost Plan	R	1 original and 40 H/E copies	
2	Updated Phase A Concept Study Technical Report	R	1 original and 40 H/E copies	
3	Mission Science Requirements Document Outline	R	4 H/E	60 Days after Contract Award
4	Option - Bridge Phase Support		As Required	From option exercise for 4 months
5	Monthly Technical Progress Reports	R	4 H/E	By 10th of each month
6	Monthly Schedule Status Reports	R	4 H/E	By 10th of each month with Technical Report
7	Monthly NASA Financial Reports	R	4 H/E	Monthly (by the 15th)
8	Semi-Annual Subcontracting Plan Reports (SF 294 and SF 295)	R	1 H	As required by GSFC Clause 52.219-90
9	Reporting of Inventions	R	1 H	As required by FAR Clause 52.227-11
10	NASA Property in the Custody of Contractors (NF 1018 Report)	R	1 H	As required by NASA FAR Clause 1852.245-73
11	Subcontracting Plan in accordance with FAR 52.219-9	A	1 H	As required by FAR Clause 52.219-9
12	IT Security Plan	A	1 H/E	As required by NASA FAR Clause 1852.204-76

Notes:

R (Review) – Documents in this category are to be reviewed 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.

**INDEX OF CLAUSES FOR Contract XXXX**

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 30 working days of receipt.

H (Hardcopy) – Provide a reproducible hardcopy of submittal to NASA/GSFC, Code 461, 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  
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--

**INDEX OF CLAUSES FOR Contract XXXX**

(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)

***B.4 ESTIMATED COST (18-52.216-81) (DEC 1988)***

The total estimated cost for complete performance of this contract is \$.

(End of clause)

***B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990)***

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$. This allotment is for cost and covers the following estimated period of performance: From Contract Award through September 23, 2004.

(End of clause)

**INDEX OF CLAUSES FOR Contract XXXX**

***B.6 PERIOD OF PERFORMANCE***

The period of performance of this contract shall be from contract award through XXXXXX.

(End of clause)

**INDEX OF CLAUSES FOR Contract XXXX**

**SECTION C OF Contract NNG04EA90C  
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 delivery and to furnish the items specified in Clause B.1 of this contract in accordance with Clause J.1, Attachment A, Statement of Work dated .

(End of clause)

***C.2 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73)(FEB 2003)***

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

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPG 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the following address:

**INDEX OF CLAUSES FOR Contract XXXX**

Center for AeroSpace Information (CASI)  
Attn: Acquisitions Collections Development Specialist  
7121 Standard Drive  
Hanover, Maryland 21076-1320

(e) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

INDEX OF CLAUSES FOR Contract XXXX

SECTION D OF Contract XXXX  
PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

**INDEX OF CLAUSES FOR Contract XXXX**

**SECTION E OF Contract XXXX  
INSPECTION AND ACCEPTANCE**

***E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)***

The Contracting Officer or authorized representative will accomplish acceptance at the NASA/GSFC, Greenbelt, Maryland. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

***E.2 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.3 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 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

***E.4 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (MAY 2001)--ALTERNATE I (APR 1984)***

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

"Contractor's managerial personnel" 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 where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this contract.

"Work" includes data when the contract does not include the Warranty of Data clause.

## INDEX OF CLAUSES FOR Contract XXXX

(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 not 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 correct or replace work not meeting contract requirements. Time devoted to the correction or replacement of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (g) below, the allowability of the cost of any such replacement or correction shall be determined as specified in the Allowable Cost and Payment clause. The Contractor shall not tender for acceptance corrected work without disclosing the former requirement for correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may (1) by contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost, (2) require delivery of any undelivered articles, or (3) terminate the contract for default. Failure to agree on the amount of increased cost to be charged to the Contractor 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)

**INDEX OF CLAUSES FOR Contract XXXX**

**SECTION F OF Contract XXXXX  
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>
1a, 1b, 2, 7, 8, 9, 10, 11, 12	NASA/GSFC	Contracting Officer, Code 210.7
3, 5, 6	NASA/GSFC	COTR, Code 461

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

## INDEX OF CLAUSES FOR Contract XXXX

(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;

(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)

INDEX OF CLAUSES FOR Contract XXXX

SECTION G OF Contract XXXX  
CONTRACT ADMINISTRATION DATA

**G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(JAN 2003)**

(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 not required. One copy shall be provided to each of the following:

Contracting Officer, Code 210.7  
Contracting Officer's Technical Representative, Code 461  
Resources Analyst, Code 461  
Administrative Contracting Officer (if delegated)

(2) The reporting structure shall be in accordance with Attachment B of Section J of this contract.

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

[http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal\\_ID=N\\_PG\\_9501\\_002D\\_&page\\_name=main](http://nodis3.gsfc.nasa.gov/library/displayDir.cfm?Internal_ID=N_PG_9501_002D_&page_name=main)

(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

**INDEX OF CLAUSES FOR Contract XXXX**

Code 155  
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.

(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)

**INDEX OF CLAUSES FOR Contract XXXX**

**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>
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. 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

## INDEX OF CLAUSES FOR Contract XXXX

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.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)

**INDEX OF CLAUSES FOR Contract XXXX**

**G.8 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS  
(1852.245-73) (OCT 2003)**

(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.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to 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)

INDEX OF CLAUSES FOR Contract XXXX

SECTION H OF Contract XXXXX  
SPECIAL CONTRACT REQUIREMENTS

**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)
(52.223-72)	SAFETY AND HEALTH (SHORT FORM) (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 OPTION FOR THE BRIDGE PHASE**

The Government may unilaterally extend the term of this contract for the performance of the bridge phase by the Contracting Officer giving written notice to the Contractor in the form of a modification to the contract within 10 months from the effective date of the contract. The bridge phase will cover a four (4) month period of initial definition activities at an estimated cost of \$XXXXXX.

(End of Text)

**H.3 ADVANCE AGREEMENT TO ADD PHASES B/C/D AND E**

At the time of award, the contract requires the concept study for Phase A only. As part of the Phase A effort, the Contractor shall prepare and deliver an updated proposal for definition, design, development, and mission operations and data analysis (Phases B through E), in accordance with the contract requirements.

This clause recognizes the authority established in the AO to contract for Phases B/C/D and E. If the investigation is approved to continue, terms and conditions for these phases will be negotiated based on the concept study report submitted for Phase A. A supplemental agreement shall be executed and shall represent an equitable adjustment to estimated cost, deliverable items and delivery schedules, and other affected terms of the contract for inclusion of Phases B through E.

(End of Text)

**H.4 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:

- (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.5 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 "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

**H.6 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (OCT 1999)**

a. Subcontracting Plan (Contractor)

## INDEX OF CLAUSES FOR Contract XXXX

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.

### 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.7 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC 52.223-92) (OCT 1988)***

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 205.2).

(End of clause)

## INDEX OF CLAUSES FOR Contract XXXX

### ***H.8 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)***

The instrument to be delivered hereunder is to be integrated into a 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, Code , prior to, if possible, fabrication of the equipment with a copy to the Contracting Officer.

(End of clause)

### ***H.9 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.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.

**INDEX OF CLAUSES FOR Contract XXXX**

(End of clause)

## INDEX OF CLAUSES FOR Contract XXXX

### SECTION I OF Contract XXXXX CONTRACT CLAUSES

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

(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 (JUNE 2003)
(52.204-2)	SECURITY REQUIREMENTS (AUG 1996) ALTERNATE I (APR 1984)
(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)
(52.211-5)	MATERIAL REQUIREMENTS (AUG 2000)
(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)
(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)
(52.216-7)	ALLOWABLE COST AND PAYMENT (DEC 2002) (paragraph (A) Substitute Subpart 31.3 for 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)--ALTERNATE II (OCT 2001)
(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 (JUNE 2003)
(52.222-4)	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEPT 2000)
(52.222-19)	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEPT 2002)
(52.222-20)	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(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 DISABLED 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)
(52.223-6)	DRUG FREE WORK PLACE (MAY 2001)

## INDEX OF CLAUSES FOR Contract XXXX

(52.223-14)	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
(52.225-1)	BUY AMERICAN ACT--SUPPLIES (JUNE 2003)
(52.225-13)	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 2003)
(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 (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)
(52.232-22)	LIMITATION OF FUNDS (APR 1984)
(52.232-23)	ASSIGNMENT OF CLAIMS (JAN 1986)
(52.232-25)	PROMPT PAYMENT (OCT 2003)--ALTERNATE I (FEB 2002)
(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 (JULY 2002)--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 (MAY 2001)
(52.242-4)	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(52.242-13)	BANKRUPTCY (JUL 1995)
(52.243-2)	CHANGES--COST-REIMBURSEMENT (AUG 1987)--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)(JUNE 2003) (DEVIATION) (SEP 1999)--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 the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.
(52.247-1)	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
(52.247-63)	PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)
(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)
(1852.204-76)	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JULY 2002) Para (c) is completed with "30 days"
(1852.215-84)	OMBUDSMAN (OCT 2003) 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@nasa.gov
(1852.216-89)	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
(1852.219-77)	NASA MENTOR-PROTEGE PROGRAM (MAY 1999)
(1852.223-74)	DRUG-AND ALCOHOL-FREE WORKPLACE (MAR 1996)
(1852.242-78)	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

## INDEX OF CLAUSES FOR Contract XXXX

(End of By Reference Section)

### **I.2    *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.3    *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 nondevelopmental 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 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 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

(End of clause)

## INDEX OF CLAUSES FOR Contract XXXX

### ***I.4 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.5 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.6 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.

## INDEX OF CLAUSES FOR Contract XXXX

(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.7 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.8 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.

## INDEX OF CLAUSES FOR Contract XXXX

(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.9 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.10 PRECONTRACT COSTS (1852.231-70) (JUNE 1995)***

The contractor shall be entitled to reimbursement for costs incurred on or after XXXXX, in an amount not to exceed XXXX that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

End of clause

### ***I.11 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

## INDEX OF CLAUSES FOR Contract XXXX

contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(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.12 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 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.

"NONE"

(End of clause)

### ***I.13 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)***

## **INDEX OF CLAUSES FOR Contract XXXX**

(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)

***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 for	December 2003	8
B	Financial Management Reporting Requirements	January 2004	2
C	Small Business Subcontracting Plan	January 5, 2004	10

(End of clause)