

**H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)  
CLAUSES:**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.208-81	OCT 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES -- Insert in Paragraph (b): Kennedy Space Center, FL
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.228-78	SEP 1993	CROSS-WAIVER OF LIABILITY FOR NASA EXPENDABLE LAUNCH VEHICLE (ELV) LAUNCHES
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE II) (OCT 2000)
1852-246-70	MAR 1997	MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM
1852.247-71	MAR 1989	PROTECTION OF THE FLORIDA MANATEE

(End of clause)

**H.2 1852.209-71 Limitation of Future Contracting (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5-- Organizational Conflicts of Interest.

(b) The nature of this conflict is where the contractor acts as a consultant to NASA in the determination of requirements, and in the preparation of a statement of work.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

### **H.3 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

(a) The personnel and/or facilities 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 proposed change, and that ratification shall constitute the 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:

Name of Personnel:  
TBP

Position:  
TBP

(End of clause)

### **H.4 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (NOV 2006)**

A. Identification of Employees:

#### 1. Badging

(a) Kennedy Space Center (KSC) badging is mandatory for all contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of

employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.

- (b) Prior to proceeding with performance, the contractor shall submit the following information to the Contracting Officer, who will certify it and pass the information on to the Badging Office:
    - i. Contract number and location of work site(s);
    - ii. Contract commencement and completion dates;
    - iii. Status as prime or subcontractor; and,
    - iv. Name of the contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)
  - (c) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
  - (d) To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.
2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance
- (a) In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to Government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1210M, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.
    - i. KSC Form 20 – 87, NASA PRP Investigation and Qualification Data Request;
    - ii. FD Form 258, Fingerprint Card,
    - iii. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,

## iv. Optional Form 306, Declaration for Federal Position Employment.

## B. Badging Restrictions/Categories:

1. White Temporary Pass (WTP). Under current KSC security restrictions, an “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The contractor’s designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can “vouch” for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.
2. Pink Temporary Pass (PTP). Any individual for whom the designated security/badging official cannot “vouch” in accordance with the above criteria will be issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.
3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign Government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).
4. Access to Controlled Areas within KSC:
  - (a) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either “escorted” or “unescorted” access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer’s Technical Representative (COTR), in addition to the NACI forms listed above in paragraph (a).2.i..a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.
  - (b) The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office’s approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.
  - (c) All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor’s responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the contractor’s workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.

- (d) The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by \$100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of \$100.00 per person.
- (e) The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.
- (f) One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The contractor shall maintain a record of employees receiving the training.
- (g) Work under this contract may be performed in limited access areas. Investigations may be performed on the designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor.

(End of clause)

## **H.5 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (APR 2007)**

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

### Definitions:

- a) Kennedy Policy Directives (KNPDs)
- b) NASA Headquarters Policy Directives (NPDs).
- c) Kennedy NASA Procedural Requirements (KNPRs)
- d) NASA Headquarters Procedural Requirements (NPRs).
- e) Quality Assurance Guide (QA-UG)
- f) Joint Documented Handbook (JHB)

QA-UG-0001	KSC Employee Safety & Health Pocket Guide (See Note 1)
JHB 2000	Consolidated Comprehensive Emergency Management Plan
KNPD 1440.1	KSC Records Management and Vital Records Programs
KNPD 1800.2	KSC Hazard Communication Program
KNPD 1810.1	KSC Occupational Medicine Program
KNPD 8500.1	KSC Environmental Management
KNPR 1610.1	KSC Security Procedural Requirements

KNPR 1820.3	KSC Hearing Loss Prevention Program
KNPR 1820.4	KSC Respiratory Protection Program
KNPR 1840.19	KSC Industrial Hygiene Program
KNPR 1860.1	KSC Ionizing Radiation Protection,
KNPR 1860.2	KSC Non-Ionizing Radiation Protection
KNPR 1870.1	KSC Sanitation Program
KNPR 4000.1	Supply and Equipment System Manual
KNPR 6000.1	Transportation Support System
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3	KSC Safety Practices Procedural Requirements
KNPR 8830.1	Facilities and Real Property Procedural Requirements
KNPD 1860.1	KSC Radiation Protection Program

In addition to compliance with KNPD 1860.1 and 45SWI40-201 (if applicable), the Contractor shall submit, for the Contracting Officer's approval within 30 days after contract award, the names and addresses of laboratories used to perform activities

45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program
KNPD 1600.3	Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property

Note 1: The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS  
911 from a landline phone service  
321-867-7911 from a cell phone

(End of clause)

**H.6 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT – ONSITE CONTRACTORS AND SUBCONTRACTORS (OCT 2006)**

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit; total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

(End of clause)

**H.7 OCCUPATIONAL HEALTH SERVICES**

The Contractor shall utilize medical treatment at the Occupational Health Facility for any injury that occurs at KSC or the CCAFS. The medical services set forth in KNPD 1810.1 entitled “KSC Occupational Medicine Program”, will be provided to the contractor by the Government.

The Contractor shall utilize the medical services at the Occupational Health Facility for KSC job-required medical certification health examinations. Medical certifications will be provided in accordance with KBM-ST-2.1 A and B.

(End of clause)

**H.8 EMERGENCY MEDICAL SERVICES**

The Contractor shall utilize the KSC or CCAFS Emergency Medical Services system for any incident that occurs at KSC or CCAFS requiring emergency medical treatment.

(End of clause)

**H.9 NASA’S TECHNOLOGY TRANSFER PROGRAM**

In the event that the Contractor develops new technology or unique utilization of existing technology under this contract, the Contractor shall support, and participate in, NASA’s Technology Transfer/Commercialization Program by assisting the transfer of technology developed under Government contract to the private sector.

A. The Contractor’s participation may include a number of different activities including the following:

1. Dual use development of cutting edge technology having applications both within and outside the aerospace community.
2. Collaborative efforts with third parties for the purpose of transferring technology.
3. Government sponsored technology outreach efforts that further the transfer of technology.
4. Applications engineering work for the purpose of adapting the developed technology to a specific use.

- B. The Contractor shall coordinate all projects and associated agreements with the COTR and the KSC Technology Transfer Office, and as directed in writing by the Contracting Officer. Agreements shall state funding requirements, project description, scope of project, reporting requirements, and responsible NASA and Contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing Government funds will be approved by the Contracting Officer.
- C. Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:
1. Educating and training the workforce in technology transfer activities.
  2. Ensuring employees report new technology as required by NFS 1852.227-70, New Technology.
  3. Assisting subcontractors with technology transfer activities.

(End of clause)

## **H.10 PROPERTY**

- A. Government-Furnished Property (GFP): Attachment J-6 and Attachment J-14 identify the GFP that will be furnished to the Contractor upon contract award. This GFP is provided to the Contractor “as-is/where-is” in accordance with FAR clauses 52.245-1 and 52.245-2. Attachment J-6 identifies the GFP that shall be replaced as Contractor Acquired Property (CAP). Attachment J-14 identifies the GFP that shall be replaced as Contractor Property (CP) and shall be capitalized in accordance with H.11 Capitalization of Contractor-Owned Equipment.
- B. Material: Replacement of material items shall be charged directly to the contract as CAP, and will be expensed pursuant to the title provisions of FAR 52.245-1 and 52.245-2. The Contractor shall establish and maintain minimum order levels, identify long-lead items and have available minimum order quantities established by working with the appropriate NASA functional manager.
- C. Vehicles: Attachment J-14 identifies GFP special use vehicles available “as-is” to the Contractor upon award. The Contractor shall operate and as necessary replace special use vehicles as CP, as directed by the Government, and capitalize them in accordance with H.11, Capitalization of Contractor-Owned Equipment. When the Contractor replaces GFP vehicles, the maintenance of the CP vehicles becomes the responsibility of the MESC Contractor.
- D. Disposition: Per FAR 52.245-1 and 52.245-2, the Contractor shall submit inventory disposition schedules annually to the Contracting Officer for all property that has not been issued from stores within the preceding twelve-month period for disposition determination. The Contracting Officer may delegate this activity to the Government’s Property Administrator. The purpose of this action is to ensure stores are kept to a minimum level and that just-in-time ordering is being utilized for most items. The exception will be long-lead and mission essential/critical items required to be on-hand.
- E. Lease versus Buy: The Contractor shall document the lease versus buy business decision found at FAR 7.401 for all property of a capital nature and the documentation shall be filed in the Contractor’s purchase file.

- F. **GFP Inventory:** The Contractor shall maintain GFP inventory for both sensitive items and capital equipment over \$5,000 (Reference NPR 4200.1F, NASA Equipment Management Procedural Requirements) using the NASA Equipment Management System (NEMS) database.

(End of clause)

#### **H.11 CAPITALIZATION OF CONTRACTOR OWNED EQUIPMENT**

- A. **Introduction.** The Contractor shall purchase new capital equipment and replace existing Government Furnished Property of a capital nature listed in Attachment J-14, as Contractor Property for the purpose of performing the work described in the PWS. The capital equipment shall be capitalized and depreciated in accordance with Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB) practices and procedures. A listing of all capital equipment purchased, its original purchase cost, depreciation method, useful life, current Net Book Value, and end of contract Net Book Value shall be reported in DRD 1.3.3-001, Report, Replacement of Government Furnished Property.
- B. **Contractor Records.** The contractor shall maintain complete records of capital equipment that is subject to this clause, including date of purchase, estimated service life, purchase price, depreciation base, method and schedule, and amount of depreciation recorded to date. Records related to Contractor capitalized property shall be made available to the Contracting Officer within 5 work days of the request.
- C. **Right to Purchase.** If upon expiration or termination of this contract the Government does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor shall, upon request by the successor contractor(s), transfer title to any prime contractor dedicated equipment identified in the records referenced above, to the successor contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the contractor and successor contractors.

(End of clause)

#### **H.12 AUTHORIZED CHANGES**

Only the NASA/KSC Contracting Officer is authorized to modify the contract and perform all actions consistent with FAR 1.602. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Technical Representative (COTR) in accordance with NFS 1852.242-70. The USAF Contracting Officer may only issue or modify Funding Orders in accordance with G.13, Funding for USAF Requirements.

(End of clause)

#### **H.13 PROTECTION AND SAFEGUARDING OF INFORMATION AND DATA OF THIRD PARTIES**

- (a) Except as specifically authorized by this contract, or as otherwise approved in writing by the Contracting Officer, all information and data developed, acquired, or furnished by or to the contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the contractor from unauthorized use, release, duplication, or disclosures.

- (b) The contractor shall take appropriate measures to assure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph (a) above, agree to honor the contractor's commitment and safeguard such information and data.
- (c) It is further anticipated that in performance of this contract the contractor may also have access to, be furnished, use, or generate the following types of data (recorded information):
- (1) Data of third parties bearing limited rights or restricted rights notices submitted either to the Government or directly to the contractor;
  - (2) Other data of third parties which the Government has agreed to handle under protective arrangements; or
  - (3) Data, generated by the Government or the contractor for third parties, for which the Government intends to control the use and dissemination until delivered to the third parties.
- (d) In order to protect the interests of the Government, the owners, and the intended recipients of the data described in paragraph (c), the contractor further agrees, with respect to such data described in subparagraph (c) (1) 1 and, when so identified by the Contracting Officer or designated representative, with respect to data described in subparagraphs (c)2 and (c)3, to:
- (1) Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";
  - (2) Preclude disclosure of such data outside contractor's organization performing work under this contract without written consent of the Contracting Officer; and
  - (3) Return or dispose of such data as directed by the Contracting Officer or designated representative when such data is no longer needed for contract performance.
- (e) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirement(s) of the clause herein entitled FAR 52.227-14, "Rights in Data—General."

(End of clause)

#### **H.14 ADMINISTRATIVE ASSET TRANSITION**

The contractor agrees that the technical instruments and associated services provided under this contract are essential to the Government and shall be continued without interruption. The transition of these assets from the incumbent to a successor Contractor (or the Government in the event of no successor), shall be accomplished in accordance with the following:

Transition of Assets: All existing assets shall remain installed and usable by the Government through the transition of assets or their replacement by the successor contractor. The assets will be provided on an "as is/where is" basis. In the event that the successor contractor chooses not to use the existing assets, it will coordinate removing those assets with the predecessor contractor who has responsibility to dispose of those

assets. The contractor shall ensure that all purchase and leasing arrangements, both for hardware and software, includes provisions to transfer to a successor in interest.

**Continuity of Services:** All assets and services shall transition with no degradation to service. The contractor is obligated to transfer these assets to a successor in interest if the successor elects to acquire them at the Asset Transition Charge, described below. The contractor shall not remove, reassign, or otherwise dispose of these assets once a successor in interest indicates the desire to accept transfer of the assets.

**Asset Transition Value Methodology:** Upon notification by the Government, at least 120 days before the end of the MESC contract, a Transition Value of the contractors' assets on the date of transition will be calculated and provided to the Government. The Transition Value shall be the net book value of the assets at the time of transition. Any costs to move the assets from their current locations or to modify their current configuration shall not be included. All applicable remaining warranties shall be provided to the successor in interest. The Asset Transition Value shall not include any Government-furnished or institutionally provided property or equipment.

(End of clause)

## **H.15 DATA RIGHTS NOTICE**

- A. Any proposal submitted during the course of contract performance must expressly identify any computer software or technical data that is to be provided with less than unlimited rights. The Contractor shall notify the Contracting Officer in writing prior to incorporating any item, component, subcomponent, process, or software, wherein the related technical data or computer software qualifies as limited rights data or restricted computer software in accordance with Alternate II and III of Federal Acquisition Regulations (FAR) 52.227-14 and NASA FAR Supplement (NFS) 1852.227-86. This notification does not apply to commercial off-the-shelf (shrink-wrapped) computer software, and corresponding documentation, that has a standard commercial license unless the software is to be incorporated as a subcomponent in a developmental effort.
- B. Technical data and computer software delivered shall not be marked with restrictive legends unless the Contracting Officer has given prior written consent.
- C. All license agreements shall be compliant with Federal laws, regulations and the terms and conditions of this contract and shall be transferable to the Government upon completion of the contract without any additional cost to the Government. One copy of the final negotiated license agreement shall be forwarded to the Contracting Officer within thirty (30) calendar days of agreement to ensure compliance.

(End of clause)

## **H.16 LIMITED RIGHTS DATA NOTICE**

- A. Notwithstanding any other terms and conditions of this contract, the Government shall have the right to disclose technical data marked as limited rights data outside the Government, without obtaining permission from the Contractor, under the following circumstances:

1. Use (except for manufacture) by support service contractors.
  2. Evaluation by non-Governmental evaluators.
  3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
  4. Emergency repair or overhaul work.
  5. Release to a foreign Government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or emergency repair or overhaul by such Government.
- B. Prior to disclosure, except in emergency circumstances as identified in Paragraphs 4 and 5 above, the Government shall require the recipient to sign an agreement, provided by and acceptable to the Contractor, to protect the data from unauthorized use and disclosure. The Contractor shall provide a copy of the acceptable nondisclosure agreement to the Contracting Officer no later than thirty (30) calendar days after contract award.

(End of clause)

#### **H.17 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION**

- A. With the exception of financial information, the Government shall have unlimited rights to use and distribute to third parties any administrative or management information developed by the Contractor or a Subcontractor at any tier in whole or in part or the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of three (3) years after acceptance of all items to be delivered under this contract, order any administrative or management information developed by the Contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.
- B. The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified information at any time during the three (3) year period set forth in Paragraph (a) of this clause.

(End of clause)

#### **H.18 CONTRACTOR ON-SITE REPRESENTATIVE**

The contractor shall appoint a representative at the work site with full authority to receive and execute, on behalf of the contractor, such contract modifications, notices, policy directives, etc., as may be issued pursuant to the terms of this contract.

(End of clause)

## H.19 WORK FOR OTHERS

### A. Background and Purpose

1. The Contractor is authorized to undertake Work for Others related to medical and environmental services on John F. Kennedy Space Center (KSC) that would utilize the unique capabilities within the MESC. These unique capabilities include the Government furnished facilities for which the Contractor has operational responsibility and/or the expertise of Contractor personnel resident at KSC. The primary purpose of this authority is to provide both commercial and University access to the unique capabilities at KSC and foster the growth of them. The primary purpose of this authority is to provide commercial entities, NASA contractors, academic institutions, and outside agencies access to the MESC for support not funded under the scope of the MESC.
2. Work for Others is defined as work performed for and paid by Other(s) via a separate agreement between the MESC Contractor and the other(s). Others include NASA, federal and state agencies, academic, and commercial entities.
3. Other pertinent definitions:
  - a. Government Property: Facilities and material owned by the Government.
  - b. Government Facilities: For purposes of this provision, facilities include real property (land, ground improvements, buildings and other structures), plant equipment (personal property of a capital nature, such as, machine tools, equipment and test equipment, furniture, vehicles, and accessory and auxiliary items for use in manufacturing or performing services, or for any administrative or general plant purpose), special tooling and special test equipment. Facilities do not include materials.
  - c. Government Material: Property that may be incorporated into or attached to an end item or consumed or expended during manufacture, testing or providing services.

### B. Agreements and Approvals

1. The Contractor shall obtain approval of the Contracting Officer for Work for Others before committing to perform the work. The Contractor shall informally collaborate with the Government to identify and discuss potential Work for Others as far in advance of seeking final approval as is practical. The Contractor shall obtain final approval for each instance of Work for Others by submitting a written request to the Contracting Officer including a draft agreement between the MESC Contractor and the Other(s) which, at a minimum, shall contain the following information, terms, and conditions:
  - a. Name and address of the customer.
  - b. Description of the work to be performed and any benefits to the Government.
  - c. Identification of the MESC personnel, KSC facilities and Government personnel (including the estimated number of hours and estimated cost of support needed) required for accomplishing the work.
  - d. Schedule for accomplishment of the work and impact, if any, on other ongoing activities.
  - e. Estimated amount that will be reimbursed to the Government as a result of the proposed work for Others.
  - f. Terms and conditions containing the following clauses of this contract: Section H, paragraph H.19 “Work for Others,” subparagraphs (D) Priority of Use, (E) Liability and Risk of Loss, (F) Intellectual Property, Patent & Invention Rights, (G) News Releases & Publications, (H) Security &

Export Control, (I) Safety & Health, (J) Independence of Contracts; and other clauses as may be required by the Contracting Officer.

2. Additionally, the draft agreement shall be accompanied by a cover letter containing an explanation of the unique nature of the Government-owned facilities and equipment and/or MESC/Government expertise (or combinations thereof) that is not available from commercial sources and justify acceptance of the work.

### C. Financial Obligations

#### 1. General

- a. The Contractor shall provide consideration to NASA KSC in connection with Government-provided property and services utilized for Work for Others under the authority of this provision. Pursuant to the direction of the Contracting Officer, consideration may be in the form of cash payment from the Contractor to NASA KSC or a credit to the Government under the MESC contract.
- b. The contractor shall establish unique Cost Charge Numbers, or other means, to ensure that the costs of goods and services provided under Work for Others will not be charged to MESC.
- c. The specific cost components, amounts and fees to be reimbursed or credited to NASA KSC, and the points of contact and authority will be established annually in a written procedure. It is anticipated that a separate procedure will be established for each facility. Generally, reimbursable and creditable costs will include, but may not be limited to the following categories:
  - Rent or other appropriate consideration for use of Government property in accordance with FAR 45 .403 and FAR 45.404(c);
  - Actual cost of Government personnel directly supporting a project (including payroll additives, fringe benefits and G&A);
  - Actual cost of Government-provided material, utilities, support services and appropriate overheads.

#### 2. Reimbursement of Government Direct Labor Support

- a. For those projects where Government personnel will provide direct labor support, the Contractor will be required to forward advance payments to NASA based upon the estimated number of hours of direct Government support needed. Payment shall be made to NASA KSC prior to the initiation of each project utilizing Government personnel.
- b. Payment shall be made in the form of a check payable to “NASA Kennedy Space Center” and sent to:

National Aeronautics and Space Administration  
John F. Kennedy Space Center  
“Collections Agent”  
Mail Code: GG-5-C  
Kennedy Space Center, FL 32899
- c. NASA KSC’s activities under or pursuant to this provision are subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligations or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

- d. NASA KSC will send a final billing to the Contractor for the services rendered by Government personnel as soon as possible after the completion of each project. Any overpayment to NASA following completion of a project will be promptly reimbursed to the Contractor.

#### D. Priority of Use

1. It will be the Contractor's overall responsibility to schedule and manage use of assigned Government-furnished facilities to accommodate contract work and Work for Others in a manner to assure the timely, within cost, delivery of quality products and services for all. Since Work for Others projects are subject to Government approval and each request for approval will address scheduling issues, scheduling and priority of use conflicts should be rare. However, in the event circumstances should arise in which the Government requires use of facilities and/or personnel scheduled for use on Work for Others, the Contracting Officer will direct that the Government work shall take precedence and the Contractor shall immediately proceed with the Government work.
2. NASA will make every reasonable effort to ensure that ongoing and planned Work for Others is not impacted and the exercise of the authority herein stated to require displacement of Work for Others in order to accomplish Government work will be exercised only to the extent necessary to protect the interests of the Government. Such direction will be given only after the Center Director makes a determination that a federal emergency or an event of significant public interest requires the exercise of Government priority.

#### E. Liability and Risk of Loss

##### 1. General

- a. The Contractor and Other(s) waive and agree not to make any claims against the U.S. Government or U.S. Government Contractors or subcontractors, for damage arising from or related to activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.
- b. In addition, the Contractor and Other(s) agree to indemnify and hold the U.S. Government or its Contractors or subcontractors harmless from any claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property, including U.S. Government property, as a result of activities under this provision, whether such damage is caused by negligence or otherwise, except in the case of willful misconduct.
- c. In the event that Other(s) will need to directly participate in Work for Others activities at KSC, the Other(s) will be required to have the same insurance coverage as the MESC contractor under contract clause I.I(B), "Minimum Insurance Coverage" (NFS 1852.228-75), unless Other(s) is statutorily authorized to self-insure. Additionally, in those circumstances where the Work for Others activities will involve hazardous operations that place government facilities at risk, the Contracting Officer may require that the Other(s) provide property damage insurance, or an agreement on an alternative method of protection, as required in Section I, Contract Clauses.

##### 2. Insurance for Damage to NASA Property

- a. For purposes of this article, the following definitions shall be applicable:
  - (1) "Liability" shall include payments made pursuant to United States' treaty, any judgment by a court of competent jurisdiction, administrative and litigation costs, and settlement payments.

(2) "Damage" shall mean bodily injury to, or other impairment of health of, or death of any person; damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; Loss of revenue or profits; other direct damages; or any indirect, or consequential damage arising there from.

b. Damage to Government Property:

(1) Where required by NASA, within a reasonable time before Other(s) begin to have access to or use of U.S. Government property or services, Other(s) shall obtain or arrange to obtain, at no cost to NASA, insurance to cover the cost of replacing, repairing, or the fair market value of, as reasonably determined by the U.S. Government, any U.S. Government property (real or personal), which property is damaged as a result of any performance of this agreement, including performance by the U.S. Government or the U.S. Government's contractors or subcontractors. Upon obtaining the insurance required under this paragraph, or upon obtaining any modification or amendment thereof, Other(s) shall personally deliver, or send by registered or certified mail, postage prepaid, two copies of such insurance policy, or such modification or amendment, to NASA at the following address, referencing the MESC, or at such address as NASA may, from time to time, designate in writing:

National Aeronautics and Space Administration  
Office of the Chief Counsel  
Mail Code CC  
Kennedy Space Center, FL 32899

(2) The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require 30 days notice to NASA of any cancellation or change affecting coverage. The policy shall name the United States as an insured and shall cover all risks of loss except that it may exclude damage caused by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors, or related entities for damage.

(3) In the event Other(s) is unable to obtain insurance coverage required by subparagraph b(1) above, the parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (e.g., by an agreement to indemnify the U.S. Government for such damages).

(4) An insurance policy whose terms and conditions are reviewed and approved by NASA, or an agreement on an alternative method of protection, is a condition precedent to Other(s)' access to or use of U.S. Government property or U.S. Government services under this agreement.

F. Intellectual Property, Patent, and Invention Rights

The following intellectual property provisions apply to the activities of Government personnel directly supporting the Contractor's Work for Others pursuant to this provision.

1. General:

Data exchanged between NASA, the Contractor and/or other party(s) in support of Work for Others will be exchanged without restriction as to its disclosure, use or duplication except as otherwise marked or as otherwise provided in this provision. No preexisting proprietary data will be provided by NASA under this agreement unless specifically authorized, in writing, by the owner of the proprietary data.

2. Data First Produced by NASA:

As to data first produced by NASA in carrying out NASA's responsibilities in support of Work for Others and which data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it had been obtained from the Contractor or other party(s), such data will, to the extent permitted by law, be appropriately marked with a notice or legend and maintained in confidence for a period of time to be agreed upon after development of the information, with the express understanding that, during the aforesaid period, such data may be disclosed and used by NASA under suitable protective conditions, for the express purpose of carrying out NASA's responsibilities in support of Work for Others. Upon completion of these activities, such data will be disposed of as requested by the Contractor and/or other party(s).

3. Data First Produced by Contractor and/or other party(s):

In the event it is necessary for the Contractor and/or the other party(s) to furnish NASA with data that either existed prior to, was produced outside of, or is first produced by the Contractor and/or other party(s) in carrying out the Contractor's and/or other party(s) responsibilities in support of Work for Others, and such data embody trade secrets or comprise commercial or financial information that is privileged or confidential and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by NASA and its Contractors, under suitable protective conditions, only for the purpose of carrying out NASA's responsibilities in support of Work for Others. Upon completion of these activities, such data will be disposed of as requested by the owner of the data.

4. Data Disclosing an Invention:

In the event data exchanged between NASA and the Contractor and/or other party(s) discloses an invention for which patent protection is considered and the furnishing party specifically so identifies such data, the receiving party agrees to withhold such data from public disclosure for a reasonable time (presumed to be 1 year unless otherwise mutually agreed to) in order for patent protection to be obtained.

5. Copyright:

In the event data is exchanged with a notice indicating that the data is protected under copyright, such data will be presumed to be published and the following paid-up license shall apply:

- a. If it is indicated on the data that the data existed prior to, or was produced outside of this provision, the receiving party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for the purpose of carrying out the receiving party's responsibilities under this provision.
- b. If the furnished data does not contain the indication of (1) above, it will be assumed that the data was first produced in support of Work for Others, and the receiving party and others acting on its behalf, may reproduce, distribute, and prepare derivative works for any of its own purposes whatsoever.

6. Disclaimer of Liability:

Notwithstanding the above, NASA shall not be restricted in, nor incur any liability for, the disclosure and use of Data not identified with a suitable notice or legend as set forth in paragraph 3 above. Information contained in any data for which disclosure and use is restricted under paragraphs 2 and 3 above, if such information is or becomes generally known without breach of the above, is known to or is generated by NASA independently of carrying out NASA's responsibilities in support of Work for Others, is rightfully received from a third party without restriction, or is included in data which the Contractor and/or other party(s) has, or is required to furnish to the U.S. Government without restriction on disclosure and use.

7. Data Subject to Export Control:

Technical data, whether or not specifically identified or marked, that is subject to the export control laws and regulations of the United States and that is provided to the Contractor and/or other party(s) in support of Work for Others will be treated as such, and will not be further provided to any foreign persons without proper U.S. Government authorization, where required.

8. NASA Inventions:

NASA will use reasonable efforts to report inventions made by NASA employees as a consequence of the performance of specified NASA activities in support of Work for Others. Upon request, NASA will use reasonable efforts to grant the Contractor and/or other party(s), in accordance with the requirements of 37 CFR §404 an exclusive, irrevocable, royalty-free license, except for the repayment of U.S. Government prosecution costs, on terms to be subsequently negotiated to any NASA invention that may be in support of Work for Others and on which NASA decides to file a patent application. This license will be subject to the rights reserved in paragraph 10, below.

9. Joint Inventions with Contractor and/or other party(s):

NASA and the Contractor and/or other party(s) agree to use reasonable efforts to identify and report to each other any inventions made jointly between NASA employees and employees of the Contractor and/or other party(s). Upon request, NASA will agree to refrain from exercising its undivided interest in a manner inconsistent with the Contractor and/or other party(s) commercial interests and to cooperate with the Contractor and/or other party(s) in obtaining patent protection on the Contractor and/or other party(s) undivided interest, subject to the applicable rights reserved in paragraph 10, below.

10. Rights to be Reserved in the Contractor and/or Other Party(s) License:

Any license granted to the Contractor and/or other party(s) pursuant to paragraphs 9 or 10 above will be subject to the reservation of the following rights:

As to inventions made solely by, or jointly between NASA and the Contractor and/or other party(s), the irrevocable, royalty-free right of NASA to practice or have practiced the invention by or on behalf of NASA for research, experimental or demonstration purposes.

11. Protection of Reported Inventions:

When inventions are reported and disclosed between the parties in accordance with the provisions of this clause, the receiving party agrees to withhold such reports or disclosures from public access for a reasonable time, presumed to be one year unless otherwise mutually agreed, in order to facilitate the allocation and establishment of the invention and patent rights under these provisions.

12. Patent Filing Responsibilities and Costs:

The invention and patent rights set forth herein shall apply to any patent applications filed and patents obtained in any country, and each party is responsible for its own costs of preparing, prosecuting, issuing, and maintaining patents covering sole inventions in any country; except NASA and the Contractor and/or other party(s) may, upon the reporting of any invention (sole or joint) or in any license option granted, mutually agree otherwise for any country as to patent application preparation, filing and prosecution responsibilities and costs, and maintenance responsibilities and costs.

G. News Releases and Publications

The parties (NASA, the MESC Contractor, & Others) agree to coordinate in advance any news releases and/or widely distributed publications that result from activities performed pursuant to this provision. This coordination shall entail notifying the respective points of contact of the proposed news release or publication in sufficient time to allow the other party an opportunity to review and comment as deemed

appropriate. None of the parties shall issue a news release or publication prior to the consent of the respective parties' points of contact.

**H. Security and Export Control**

Access to and use of NASA KSC facilities by Other(s) will be subject to instructions and procedures as described in KNPR 1610.1, "KSC Security Procedural Requirements", and NASA Policy Directive NPD 1371.5 "Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA", which is applicable to NASA Headquarters and NASA Centers (including Component Facilities). In conducting Work for Others at Kennedy Space Center, the MESC Contractor and Other(s) 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 absence of available license exemptions/exceptions, the Contractor and/or Other(s) shall be responsible for obtaining the appropriate licenses or approvals, if required, for the export of hardware, technical data, and software, or for the provision of technical assistance. Additionally, should the Contractor and/or Other(s) employ foreign nationals to participate in Work for Other(s) activities at Kennedy Space Center, the Contractor/Other(s) shall be responsible for obtaining export licenses, if required, before utilizing such foreign nationals in such activities, including instances where the foreign nationals will have access to export controlled technical data or software at Kennedy Space Center facilities.

**I. Safety and Health**

All agreements entered into by the MESC Contractor with Other(s) shall incorporate the MESC Contractor's approved Safety and Health Plan, which Plan shall be binding upon the Other(s) during the conduct of their activities at the Kennedy Space Center.

**J. Independence of Contracts**

The parties concur that this contract and the authorities and conditions of this provision are independent of any contract between the Contractor and other parties for the conduct of "Work for Others." By authorizing the Contractor to perform Work for Others, NASA makes no assurances to the Contractor or others as to performance of the objects tested in NASA facilities or other test objects, and relieves the Contractor of none of its obligations under any other contract, grant, or other agreement. This provision does not constitute NASA's endorsement of any test results, resulting designs, hardware, or other matters.

(End of clause)

**H.20 ASSOCIATE CONTRACTOR AGREEMENT (ACA)**

A. The success of KSC is dependent on the efforts of multiple contractors. The MESC Contractor is a key participant. The other contracts of the key participating "associate" contractors are:

Information Management and Communication Support (IMCS) contract	Contract Number TBD – not yet awarded
Grounds Contract	Contract Number TBD – not yet awarded
Mail Services Contract	Contract Number TBD – not yet awarded
Custodial Contract	Contract Number TBD – not yet awarded
Kennedy Institutional Support Services (KISS) Contract	Contract Number TBD – not yet awarded

Institutional Support Contract (ISC)	Contract Number TBD – not yet awarded
NASA Protective Services Contract (NPSC)	Contract Number TBD – not yet awarded
Check-out and Payload Processing Services (CAPPS) contract	NAS10-02007
Space Program Operations Contract (SPOC)	NNJ06VA01C
University-Affiliated Spaceport Technology Development Contract (USTDC)	NAS10-03006
Expandable Launch Vehicle Integrated Services (ELVIS)	NAS10-02026
Life Science Support Contract (LSSC)	NAS10-02001

Under the aforementioned contracts, the contractors will provide the necessary technical and operational processes and services required to support KSC.

- B. In order to achieve the efficient and effective mission support required of KSC, the Contractor shall establish ACAs for coordination and exchange of information with associate contractor or their successors, during the MESC contract period of performance. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The Contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit KSC with increased safety, efficiency, and productivity.
- C. Given the unique role of this contract for supporting all other entities at KSC, the Contractor shall engage in cooperative relationships that facilitate effective management of overall Center operations. This joint cooperation will be evaluated as part of the contract award-fee process, as defined in the identified in Section J, Attachment J-10, Award Fee Evaluation Plan of this contract. Successful performance of the Contractor will be determined by the Government's assessment of the overall and combined performance of the requirements of the associate contractors.
- D. The Contractor shall negotiate formal guidelines with the associate contractors to address coordination, cooperation, and communication. The Contractor shall establish the means for the exchange of such data and communications as needed in order to keep other project elements fully informed, and minimize Government involvement.

(End of clause)

## **H.21 ASBESTOS-CONTAINING BUILDING MATERIALS**

- A. Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA-KSC facilities to the facility tenant organizations through the Environmental Health office.
- B. Special requirements, coordination, and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR §1926.1101. The contractor shall coordinate any such work involving ACBM with

Environmental Health, Fire Services, and any other resident government or contractor organization whose employees may have access to the work location.

(End of clause)

## **H.22 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision FAR 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated TBD are hereby incorporated by reference in this resulting contract.

(End of clause)

## **H.23 MOTOR VEHICLE MANAGEMENT**

- A. The contractor shall acquire and manage motor vehicles necessary to support the performance of the contract. Such needed vehicles are to be acquired and managed in the manner most efficient and economic to the Government. Vehicles may be obtained from the GSA Interagency Motor Pool, commercial sources, or other sources.
- B. Costs related to motor vehicles shall be borne by the contractor.
- C. Two copies of the monthly billings, both GSA and commercial, for motor vehicle services shall be forwarded to the Contracting Officer, mail code OP-OS, each month with a copy to the KSC Transportation Office, mail code TA-E.
- D. The contractor shall assure that all vehicle operators are appropriately licensed in the state. The contractor will furnish GSA a copy of their third party automobile insurance policy if acquiring GSA motor vehicles.
- E. Contractor shall comply with Executive Order 13149 Greening the Government through Federal Fleet and Transportation Efficiency, and meet goals to provide reduced emissions (green) vehicles. Kennedy Space Center currently has Ethanol 85 (E85), Compressed Natural Gas (CNG), and biodiesel fuel filling stations for Contractor use to acquire reduced emission fuels.

(End of clause)

## **H.24 CONFINED SPACE WORK REQUIREMENTS**

- A. Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR §1910.146. For work in telecommunications manholes, provisions of 29 CFR §1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with Environmental Health, Fire Services, and any other resident government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the government does not prohibit the contractor from providing their own atmospheric testing. Government provided services include environmental health monitoring and consultation support for testing of atmospheres in confined spaces as well as fire rescue and emergency medical services.

- B. Entry into and work in confined spaces shall be in accordance with the requirements of KNPR 1820.4, KSC Respiratory Protection Program, KNPR 1840.19, Industrial Hygiene Programs, and all other applicable clauses of this contract.
- C. Confined spaces, which contain water, shall be pumped out by the contractor prior to scheduling a confined space entry check. Wastewater shall be managed in accordance with KNPR 8500.1, KSC Environmental Requirements.

(End of clause)

## **H.25 HAZARD COMMUNICATION**

- A. In order to comply with Federal, OSHA, and State Regulations, the Contractor shall participate in the KSC Chemical Hazard Communication Program as implemented by KNPD 1800.2, Chemical Hazard Communication.
- B. The Contractor shall coordinate submission of hazardous material safety data, to the NASA/KSC Materials Safety Data Sheet (MSDS) Archive, with the MSDS Program Administrator.

(End of clause)

## **H.26 MANAGEMENT OF NASA-OWNED/CONTRACTOR –HELD RECORDS**

- A. NASA-owned/Contractor held records shall be maintained by the contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6F, NASA Records Management; NPR 1441.1D, NASA Records Retention Schedules; and KNPD 1440.1, KSC Records Management and Vital Records Programs. The contractor shall obtain prior approval from the contracting officer to destroy or remove records subject to this clause. The contracting officer will provide direction to the contractor on when and what records to move or destroy.
- B. NASA-owned/Contractor held records shall consist of documentation of contractor activities and functions necessary for the performance of this contract. These activities include the following: documentation of those day-to-day operating procedures that are essential to carrying out the PWS; organizational structure, policies, decisions, operation and activities necessary to perform or continue the work under this contract. Records that do not fall under the purview of this clause are those contractor records that relate exclusively to the contractor's internal business and that are of a general nature not specifically related to the performance of work under this contract, general policies and procedures. The contractor shall seek the contracting officer's determination as to which records are subject to this clause.
- C. The contractor shall ensure that NASA-owned/Contractor held records are segregated from company-owned records and from non-record materials. This clause operates independently from and is not intended to affect, or be affected by, the provisions contained in FAR 4.7, Contractor Records Retention, and the clauses referenced therein.
- D. After obtaining direction and approval from the contracting officer, the contractor shall coordinate with the KSC Records Manager on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining such records.

(End of clause)

**H.27 COMPUTING SERVICES**

The contractor shall obtain computing services identified below, using the following procedures and contracts:

- (a) Outsourcing Desktop Initiative for NASA (ODIN) contract and successors
- (1) Desktops, workstations, laptops, office automation software, printers, peripherals, PDAs, BlackBerrys®, cell phones, pagers, and associated services (e.g., user accounts, e-mail, and directory services) needed to support contractor personnel will be Government-furnished through the Outsourcing Desktop Initiative for NASA (ODIN) contract and its successor in accordance with G.6.
  - (2) For any IT resources identified under paragraph (a)(1) above that the contractor desires to purchase outside of ODIN, the contractor shall submit a request for waiver through the Contracting Officer's Technical Representative to the KSC Chief Information Officer (CIO) for approval, in accordance with the established *KSC Mission Focus Review (MFR) Requirement for Using ODIN for IT Purchases* process.
- (b) Solutions for Enterprise-wide Procurement (SEWP) contracts and successors
- (1) For items authorized to be purchased outside of ODIN, the contractor has the authority to purchase hardware and software under NASA's Solutions for Enterprise-Wide Procurement (SEWP) contracts. The SEWP catalog can be accessed on the World Wide Web at <http://www.sewp.nasa.gov>
  - (2) The contractor shall purchase any required Maximo® licenses, modules, and/or maintenance agreements via SEWP and shall be titled to the Government.
- (c) All restricted commercial computer software procured by the contractor pursuant to this clause shall be delivered to the Government with restricted rights as provided under FAR 52.227-19(c)(2).

(End of clause)

**H.28 GOVERNMENT'S RIGHTS TO INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION**

- A. With the exception of financial information, the Government will have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of three (3) years after contract completion, require the delivery of any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.
- B. The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time during the three (3) year period set forth in Paragraph (a) of this clause.

(End of clause)

**H.29 OFF-SITE TREATMENT, STORAGE AND DISPOSAL (TSD) FACILITIES**

- A. The MESC Contractor must have prior written concurrence of the Contracting Officer before making a change of hazardous waste transporters and off-site TSD facilities. Copies of the permits and EPA ID numbers for any proposed transporters or TSD facilities must be provided to the Contracting Officer for evaluation.
- B. The MESC Contractor shall ensure that off-site TSD facilities are audited not less than annually for regulatory and permit compliance. The audit shall be performed by an independent third-party and shall be contracted separately from the off-site hazardous waste disposal services. Copies of the audit report shall be provided to the Contracting Officer and Contracting Officer's Technical Representative (COTR) within 30 days. The Government reserves the right to inspect all on-site and off-site TSD facilities.
- C. The MESC Contractor shall provide for alternative treatment or disposal facilities to cover unanticipated events which could preclude treatment or disposal, such as, the proposed facility refusing to accept the waste, going out of business, or otherwise becoming incapable or unsuitable to handle the wastes properly.

(End of clause)

**H.30 EQUAL EMPLOYMENT OPPORTUNITY REPORTING**

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs.

(End of clause)

**H.31 ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN**

During the Phase-in period and not later than 30 days prior to the contract effective date (October 1, 2008) the successful offeror shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Mitigation Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan as an attachment to the contract.

(End of clause)

**H.32 ADVANCE AGREEMENT REGARDING CONTRACT ADJUSTMENTS RESULTING FROM SIGNIFICANT WORKLOAD CHANGES**

The contractor agrees that any adjustment to the estimated cost and fee of this contract resulting from changes in workload indicators that constitute a change pursuant to the "Changes" clause, shall be contingent upon the following:

No adjustment to the NEC and fee will be made unless the contractor submits supporting data clearly demonstrating that the increased workload indicators resulted in significant increased direct labor hours from those contained in the negotiated estimated cost of the Government FY in which the change arose. Any such changes in direct labor hours shall be in consideration of the sum of all workload indicator changes, whereby the total increase in direct labor hours is offset by the decrease in direct labor hours.

Similarly, for decreased workload indicators, no adjustment to the NEC and fee will result unless it is demonstrated that decreased workload indicators resulted in a significant decrease in direct labor hours resulting there from the change.

(End of clause)

**H-33 AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)**

*Note: This clause applies to USAF installations only.*

- A. The Contractor shall obtain base identification and vehicle passes for all Contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or Contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- B. The Contractor shall submit a written request on company letterhead to the Contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing.

When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and other information as determined by the 45 Space Wing to obtain a vehicle pass.

- C. During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- D. When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- E. Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- F. Failure to comply with these requirements may result in withholding of final payment.
- G. Requests for entry to CCAFS shall be in accordance with 45 SWI 31-101, *Eastern Range Security Program*, Chapters 3.12, 4, 6, 7, and 12. Requests for entry to Patrick Air Force Base shall be in accordance with 45 SWI 31-102, *Patrick Air Force Base Installation Security Instructions*, Chapter 4.
- H. Contractors should allow at least 14 days for background checks to be accomplished.
- I. The contractor shall obtain access to PAFB and CCAFS ensuring no contractual impacts or delays attributed to failing to providing the required information and documentation in a timely manner.
- J. The contractor shall include this Special Contract Requirement in subcontracts of any tier.
- K. Requests for entry to CCAFS shall be in accordance with 45 SWI 31-101, Chapters 3.12, 4, 6, 7, and 12. Requests for entry to Patrick AFB shall be in accordance with 45 SWI 31-102, Chapter 4.
- L. Contractors should allow at least 14 days for background checks to be accomplished.
- M. The contractor shall obtain access to PAFB and CCAFS ensuring no contractual impacts or delays attributed to failing to providing the required information and documentation in a timely manner.
- N. The contractor shall include this Special Contract Requirement in subcontracts of any tier.

(End of clause)

[END OF SECTION]

**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.204-9	NOV 2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS

52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-2	OCT 1997	CANCELLATION UNDER MULTI-YEAR CONTRACTS
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS: Insert: Fill-in paragraph (a)“TBD”
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - ALTERNATE I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-5	AUG 2006	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	JUN 1987	RIGHTS IN DATA - GENERAL - ALTERNATE II (JUN 1987) and ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA - SPECIAL WORKS
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.232-22	APR 1984	LIMITATION OF FUNDS: Insert: Substitute paragraph (c) "80 percent" for "75 percent"
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT -- ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES - ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD - ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE – fill-in \$5,000,000
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS - ALTERNATE I (JAN 2006)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-2	JUN 2007	GOVERNMENT PROPERTY (INSTALLATION OPERATION SERVICES)
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS: Insert: Fill-in paragraph (a) "NASA Kennedy Space Center"; paragraph (b) "TBD"; MESC Administrative Contracting Officer, "Mail Stop: OP-OS, Kennedy Space Center, FL 32899"
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	NOV 2004	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKFORCE
1852.227-11	--	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)
1852.227-14	--	RIGHTS IN DATA – GENERAL
1852.227-17	--	RIGHTS IN DATA - SPECIAL WORKS
1852.227-19	--	COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

**I.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

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

(End of clause)

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

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

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

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

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**I.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the contractor within 30 days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) In accordance with NFS 1817.207-70 (b) (1), the Government will perform an analysis to determine whether exercise of the option is in the Government's best interest. The analysis required to support the option exercise determination must include consideration of other factors in addition to price. In addition the other factors contained in FAR 17.207(e), the determination to exercise the option will consider, but is not limited to, the contractor's performance in satisfying contract requirements, for example, receiving positive performance ratings and the contractor's level of success.
- (c) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (d) The Government may exercise one or more of the options specified in the contract consecutively or concurrently if it is deemed in the best interest of the Government.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven (7) years.

(End of clause)

**I.5 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. §5341 or 5332.

*This Statement is for Information Only. It is not a Wage Determination.*

<b>Employee Class Monetary</b>	<b>Wage—Fringe Benefits</b>
<u>See Section J, Attachment J-16</u>	_____
_____	_____
_____	_____
_____	_____

(End of clause)

**I.6 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

**I.7 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)**

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

Postconsumer material means a material or finished product that has served its intended use and has been

discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered material.

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

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the MESC COTR.

(End of clause)

### **I.8 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

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

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

Warning

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

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

(End of clause)

### **I.9 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

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

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-

site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

John F. Kennedy Space Center, NASA  
Accounting Control and Reporting Branch  
GG-B-C2  
Kennedy Space Center, Fl 32899

(End of clause)

#### **I.10 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret Clearance. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Section J, Attachment J-13.

(End of clause)

#### **I.11 NFS 1852.215-84 OMBUDSMAN (OCT 2003)**

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Jim Hattaway, mail code: AA-B, Kennedy Space Center, FL 32899, phone number: 321-867-7246. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

#### **I.12 NFS 1852.237-71 PENSION PORTABILITY (JAN 1997)**

(a) In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:

(1) Comply with all applicable Government laws and regulations;

(2) Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;

(3) Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination; and

(4) Not be modified, terminated, or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.

(b) The Contractor shall include paragraph (a) of this clause in subcontracts for continuing services under a service contract if:

(1) The prime contract requires pension portability;

(2) The subcontracted labor dollars (excluding any burdens or profit/fee) exceed \$2,500,000 and ten percent of the total prime contract labor dollars (excluding any burdens or profit/fee); and

(3) Either of the following conditions exists:

(i) There is a continuing need for the same or similar subcontract services for a minimum of five years (inclusive of options), and if the subcontractor changes, a high percentage of the predecessor subcontractor's employees are expected to remain with the program; or

(ii) The employees under a predecessor subcontract were covered by a portable pension plan, a follow-on subcontract or a subcontract consolidating existing services is awarded, and the total subcontract period covered by the plan covers a minimum of five years (including both the predecessor and successor subcontracts).

(End of clause)

**L13 DFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)**

a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and other information as determined by the 45 Space Wing to obtain a vehicle pass.(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

[END OF SECTION]

**J.1 MESC LIST OF ATTACHMENTS**

<u>Attachment No.</u>	<u>ATTACHMENT TITLE</u>
J-1	Performance Work Statement
J-2	IT Security Implementation Guide
J-3	Specialized Physician Support for Human Spacecraft Launches and Landings Requirements
J-4	Data Requirements List/Data Requirements Description (DRL/DRD)
J-5	Work Load Indicators
J-6	Government Furnished Property (GFP) to be Replaced as Contractor Acquired Property (CAP)
J-7	Register of Wage Determination and Fringe Benefits
J-8	Government Furnished Facilities
J-9	MESC Compliance Document List
J-10	Award Fee Evaluation Plan
J-11	Glossary, Acronyms, and Abbreviations
J-12	Matrix of Government Furnished Services
J-13	DD Form 254 (Contract Security Classification Specification)
J-14	Government Furnished Property (GFP) – Replaced as Contractor Property
J-15	Performance Standards
J-16	Statement Of Equivalent Rates For Federal Hires

[END OF SECTION]

**K.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses:

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

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

**A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:**

CLAUSE NUMBER	DATE	TITLE
52.203-11	SEP 2005	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.222-38	DEC 2001	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.223-4	OCT 1997	RECOVERED MATERIAL CERTIFICATION

**B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS:**

CLAUSE NUMBER	DATE	TITLE
N/A		

**C. THE FOLLOWING DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) PROVISIONS APPLY TO THIS CONTRACT:**

CLAUSE NUMBER	DATE	TITLE
252.209-7001	OCT 2006	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	JUN 2005	Disclosure Of Ownership Or Control By A Foreign Government
252.227-7017	JUN 1995	Identification and Assertion of Use, Release, or Disclosure Restrictions

(End of clause)

**K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621111.

(2) The small business size standard is 9.0 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]

. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.3 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.4 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)**

The offeror represents that -

- (a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.5 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)**

The offeror represents that -

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**K.6 FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. §6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

**K.7 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (*offeror check appropriate block*) -

\_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: Limited rights data and Restricted computer software are defined in the contract clause entitled Rights in Data - General.

(End of provision)

**K.8 FAR 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

[END OF SECTION]