

**SECTION H OF W-19800
SPECIAL CONTRACT REQUIREMENTS**

(End of Clause)

H.3 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

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

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

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

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this task order;

(2) Allow access to such data only to those of its employees that require access for their performance under this task order;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for task order performance.

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

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

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

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

**SECTION H OF W-19800
SPECIAL CONTRACT REQUIREMENTS**

by the Contractor;

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

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

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

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

**H.4 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS
(GSFC 52.219-90) (OCT 1999)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this task order. The agreed to Subcontracting Plan required by the clause is included as an attachment to the task order.

b. Subcontracting Plan (Subcontractors)

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

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

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

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

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

SECTION H OF W-19800 SPECIAL CONTRACT REQUIREMENTS

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

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

e. Subcontractor Reporting

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

(End of clause)

H.5 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

SECTION H OF W-19800 SPECIAL CONTRACT REQUIREMENTS

H.6 TRANSITION PERIOD

The Contractor shall assume full task order responsibility for all of the requirements of this task order at the beginning of the Basic period of performance, currently anticipated as 30 May 2000. During the period of 3 May 2000 to 29 May 2000, the Contractor shall accomplish transition and training of Contractor personnel as required for the assumption of full task order responsibility. The Contractor shall not charge the Government nor be reimbursed for costs incurred for phase-in and training during said phase-in period in excess of the amount in Schedule B for item 0101.

(End of text)

H.7 GOVERNMENT PROPERTY REPLACEMENT

Pursuant to FAR 45.302-1 and in accordance with NASA initiatives to reduce acquisition, maintenance, inventory, and surveillance costs associated with Installation-Accountable Government Property (IAGP), the Government will provide IAGP only in limited circumstances under this task order. IAGP will be provided only when it is in the Government's best interest and only if available. This determination will be made on a task by task basis. It is expected that the Contractor will furnish all equipment necessary to perform the task order on most tasks.

*3552
repair
& replace*

Should IAGP become unusable during the performance of this task order, the Contractor shall verify the non-availability of replacement IAGP by processing DD Form 1419 through the Industrial Property Office for approval by the Contracting Officer (CO). Upon approval of the DD Form 1419 by the CO, the Contractor shall acquire the necessary equipment as either Contractor property or "Task Unique" property, as described below.

The Contractor shall retain title to all equipment acquired against this task order (other than "Task Unique") and shall expense the equipment in accordance with the Contractor's approved accounting system. In special circumstances, and if designated "Task Unique," the Government shall retain title to IAGP and, in this case, the IAGP will be charged direct to the task for which it was acquired as an Other Direct Cost. The Government reserves the right, at any time, to identify as "Task Unique" equipment originally acquired by the Contractor as other than Task Unique.

(End of text)

H.8 TASK PRICING

The Task Pricing Rates, submitted as part of the Cost/Price proposal, shall be used to price tasks on this task order. Any deviation between the rates used to price the proposal and the Task Pricing Rates shall be explained in the cost proposal. The rates will be used in negotiation of the 10.0 element tasks.

(End of text)

**SECTION H OF W-19800
SPECIAL CONTRACT REQUIREMENTS**

H.9 GOVERNMENT QUALITY ASSURANCE FUNCTIONS

In accordance with the inspection clause of the ITOP II contract, the Government intends to perform the following functions at the locations indicated:

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
TBD	ISEM Performance Measures	Government site & vendor's site

(Items for inspection will be based on vendor's technical and management approach to the ISEM SOW.)

(End of text)

H.10 SAFETY AND HEALTH PLAN

The Contractor shall submit a detailed Safety and Health one week before start of the Basic period of performance, showing how the Contractor intends to protect the life, health, and well being of NASA and contractor employees as well as property and equipment. This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of text)

(END of SECTION)

SECTION I OF W-19800 CONTRACT CLAUSES

PART II - CONTRACT CLAUSES SECTION I - CONTRACT CLAUSES

The clauses of the Information Technology Omnibus Procurement II contract apply with the following additions:

I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52-217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)
(In paragraph (a), insert "10 days" and "30 days"; and in paragraph (c), insert "5 years")
- 52.227-3 PATENT INDEMNITY (APR 1984)
- 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987) as modified by NASA FAR Supplement 1852.227-14
- 52.227-19 COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS (JUN 1987)
- 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) (Insert " ... on pages _____, ... proposal dated _____ upon which ...")
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)[paragraph (b)(1) fill-in: (hereafter: "designated office"--Accounts Payable Section, Mail Code 155, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- 52.244-2 SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is TBD.}
- 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

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

- 1852.215-8 OMBUDSMAN (OCT 1996)
The installation Ombudsman is Dennis C. Bridge at 202-358-1294
- 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
- 1852.219-75 SMALL BUSINESS SUBCONTRACT REPORTING (MAY 1999)
- 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)
- 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (MAY 1999)
- 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAR 1999)
- 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)
- 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)
- 1852.243-71 SHARED SAVINGS (MAR 1997)

(End of clause)

**SECTION I OF W-19800
CONTRACT CLAUSES**

I.2 ASSIGNMENT AND RELEASE FORMS (1852.216-89) (JUL 1997)

The Contractor shall use the following forms to fulfill the assignment and release requirements of FAR clause 52.216-7, Allowable Cost and Payment, and FAR clause 52.216-13, Allowable Cost and Payment (Facilities):

NASA Form 778, Contractor's Release;

NASA Form 779, Assignee's Release;

NASA Form 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts; &

NASA Form 781, Assignee's Assignment of Refunds, Rebates, Credits, and Other Amounts.

Computer generated forms are acceptable, provided that they comply with FAR clause 52.253-1, Computer Generated Forms.

(End of clause)
(END of SECTION)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

The Attachments (J-1 through J-12) of the Information Technology Omnibus Procurement II contract apply with the following additions:

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

The following documents, exhibits, and attachments are included in the solicitation and resulting task order. Representations and certifications completed by the Contractor in response to this solicitation are incorporated by reference in the resulting task order at time of award.

<u>Attachment #</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
J.13.-			
1.	ISEM Statement of Work	1/2000	47
2.	ISEM Technical Proposal Tab 1, Technical Approach & Tab 2, Management Approach	30 March 2000	30
3.	ISEM Deliverable Documentation (ISEM SOW, Attachment A)	1/2000	2
4.	Task Pricing Rates ISEM Cost/Price Proposal Tab IV. Task Order Pricing Sheet	30 March 2000	9
5.	ISEM Transition Plan ISEM Technical Proposal SOW Element 8.0 tab	30 March 2000	9
6.	ISEM Small Business Subcontracting Plan Tab 10, ISEM Business Proposal	30 March 2000	9

7. Lists of potential ISEM GFP/GFE and IAGP
a. See Bidder's Library file: BE55-IS
b. See Bidder's Library file: BO114-IS
c. See Bidder's Library file: BO-113-IS
d. See Bidder's Library file: BO-128-IS
e. See Bidder's Library file: BA-103-IS
f. See Bidder's Library file: BA-104-IS
g. See Bidder's Library file: BA-107-IS
h. See Bidder's Library file: BA-108-IS
i. See Bidder's Library file: BA-109-IS
j. See Bidder's Library file: BO156-IS
8. ISEM Safety and Health Plan During transition phase To be incorporated at time of basic award
9. Monthly Contractor Financial Management Reports (NF 533 M) 8/96 2
Download from: <http://procure.arc.nasa.gov/Acq/Forms/Index.html>
10. Quarterly Contractor Financial Management Reports (NF 533 Q) 8/96 2
Download from: <http://procure.arc.nasa.gov/Acq/Forms/Index.html>
11. Subcontracting Report for Individual Contracts (SF 294) 10/96 2
Download from: <http://procure.arc.nasa.gov/Acq/Forms/Index.html>
12. Summary Subcontracting Report (SF 295) 10/96 2
Download from: <http://procure.arc.nasa.gov/Acq/Forms/Index.html>

(End of clause)
(END of SECTION)