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SECTION B OF W-19800 SUPPLIES OR SERVICES AND PRICE/COSTS

PART I - THE SCHEDULE

SECTION B - SUPPLIES, SERVICES AND PRICE/COSTS

NOTE: This document contains clauses and provisions taken from, among other sources, the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS). Whenever the word "contract" or "task order" appears in FAR and NFS clauses and provisions presented herein, substitute the word "task order" or "task assignment", respectively. In addition, throughout this entire document, the term "Contracting Officer" refers to the Goddard Space Flight Center Contracting Officer except where specifically defined otherwise.

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

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

(a) The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0101	ISEM Transition Period	ISEM SOW 8.0	3 - 29 May 2000

The vendor shall provide the services of ISEM SOW Element 8.0, as described in Section C of this task order and as in their proposal, and shall provide the following deliverable documentation and reports:

1. As specified in Attachment A, Deliverables Documentation, of the ISEM SOW.

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0201AA	ISEM Basic Period	SOW 1.0 - 7.0 and 10.0	Basic Period of Performance

The vendor shall provide the services of ISEM SOW Elements 1.0 through 7.0 and 10.0, as described in Section C of this task order, and shall provide the following deliverable documentation and reports:

1. As specified in Attachment A, Deliverables Documentation, of the ISEM SOW
2. Financial Management Reporting (NASA 533M) G.2 Monthly
3. Financial Management Reporting (NASA 533Q) G.2 Quarterly
4. Small Business Subcontracting Reports (SF 294 and 295) H.4 & I.1.II Semi-annually
5. Requisition and Invoice/Shipping Document (DD 1149) G.10 See G.10
6. NASA Property in the Custody G.11 Annually

SECTION B OF W-19800 SUPPLIES OR SERVICES AND PRICE/COSTS

Of Contractors (NASA Form 1018)

- | | | |
|---|------------|---|
| 7. DOD Industrial Plant Equipment Requisition
(DD Form 1419) | H.7 | See H.7 |
| 8. 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 | I.2 | See I.2 |
| 9. Safety and Health Plan | H.1 & H.10 | One week before
Basic Period of
Performance |

(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (NOV 1999), if exercised, the Contractor shall provide all resources (except as may be expressly stated in this task order as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0201AB	ISEM Option One	SOW 1.0 - 7.0 and 10.00	Dates inserted at award 12 months, crosses FY 01-02

The vendor shall provide the of ISEM SOW Elements 1.0 through 7.0 and 10.0, as described in Section C of this task order, and shall provide the following deliverable documentation and reports: Deliverable Items 1. - 8. As specified in 0201AA.

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0201AC	ISEM Option Two	SOW 1.0 - 7.0 and 10.00	Dates inserted at award 12 months, crosses FY 02-03

The vendor shall provide the services of ISEM SOW Elements 1.0 through 7.0, as described in Section C of this task order and shall provide the following deliverable documentation and reports: Deliverable Items 1. - 8. As specified in 0201AA.

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0201AD	ISEM Option Three	SOW 1.0 - 7.0 and 10.00	Dates inserted at award 12 months, crosses FY 03-04

The vendor shall provide the services in support of ISEM SOW Elements 1.0 through 7.0 and 10.0, as described in Section C of this task order, and shall provide the following deliverable documentation and reports: Deliverable Items 1. - 8. As specified in 0201AA.

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Delivery Schedule</u>
0201AE	ISEM Option Four	SOW 1.0 - 7.0 and 10.00	Dates inserted at award 12 months, crosses FY 04-05

The vendor shall provide the services in support of ISEM SOW Elements 1.0 through 7.0 and

SECTION B OF W-19800 SUPPLIES OR SERVICES AND PRICE/COSTS

10.0, as described in Section C of this task order and shall provide the following deliverable documentation and reports: Deliverable Items 1 - 8, as specified in 0201AA.
(End of text)

B.2 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93) (DEC 1992)

This task order may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods and prices or costs and any fees are as follows:

Item #	Option	Performance Period	Estimated Cost	Estimated Award Fee
0201AB	One	June 2001 - May 2002	\$ TBD	\$ TBD
0201AC	Two	June 2002 - May 2003	\$ TBD	\$ TBD
0201AD	Three	June 2003 - May 2004	\$ TBD	\$ TBD
0201AE	Four	June 2004 - May 2005	\$ TBD	\$ TBD

(End of text)

B.3 TRANSITION PERIOD PRICE

The price for item 0101 is \$ 140,877. There is no other related cost or award fee for this item.
(End of text)

B.4 ESTIMATED COST AND AWARD FEE (NFS 18-52.216-85) (SEPTEMBER 1993)

The estimated cost of this task order for item 0201AA is \$ 0. The maximum available award fee is \$ 0. Total estimated cost and maximum award fee are \$ 0.
(End of clause)

B.5 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this task order is \$ 140,877. This allotment is for base and transition periods and covers the following estimated period of performance: 4 May 2000 - 29 May 2000.

(b) An additional amount of \$ 0 is obligated under this contract for payment of fee.
(End of clause)

(END of SECTION)

SECTION C OF W-19800
DESCRIPTION/SPECIFICATION/STATEMENT OF WORK
SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

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

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

- (a) The Contractor shall provide the personnel, expertise, materials, facilities, and supplies necessary to fulfill the requirements stated in the Information Technology Systems, Engineering and Management (ISEM) Support Services Task Order Statement of Work, as attached in Section J of this document and as offered in the vendor's ISEM proposal.
- (b) Work shall be performed in accordance with the Statement of Work entitled, "Information Technology Systems, Engineering and Management (ISEM) Support Services Task Order" and its attachment and as offered in the vendor's ISEM proposal.

(End of clause)
(END of SECTION)

**SECTION D OF W-19800
PACKAGING AND MARKING**

SECTION D - PACKAGING AND MARKING

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

There are no clauses added for Section D.

(END of SECTION)

**SECTION E OF W-19800
INSPECTION AND ACCEPTANCE**

SECTION E - INSPECTION AND ACCEPTANCE

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

E.1 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

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

(End of clause)

E.2 ACCEPTANCE—SINGLE LOCATION

The Contracting Officer or authorized representative will accomplish acceptance at NASA Headquarters in Washington D.C. For the purpose of this clause, the Contracting Officer's Technical Representative named in this task order is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Vendor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of text)

(END of SECTION)

**SECTION F OF W-19800
DELIVERIES OR PERFORMANCE**

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

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

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.247-34	NOV 1991	F.O.B. DESTINATION

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

(End of Clause)

**SECTION F OF W-19800
DELIVERIES OR PERFORMANCE**

F.2 PLACE OF PERFORMANCE--SERVICES

The services specified by this contact shall be performed at NASA Headquarters, Washington, D.C., the vendor's auxiliary facilities, and other such locations as may be anticipated in the ISEM SOW and approved by the Contracting Officer.

(End of text)

F.3 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUL 1993)

Shipments of the items required under this task order shall be to:

Receiving Officer
Building 16W
Code 239
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for: W-19800

Technical Officer: Dale Stigberg, Code CI
NASA HQ, Room 6W71
Contract No: W-19800

Item(s) No. _____

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

(End of clause)
(END of SECTION)

**SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA**

SECTION G - CONTRACT ADMINISTRATION DATA

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

G.1 SECTION G CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	NOV 1998	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE--LICENSING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT

(End of Clause)

G.2 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(FEB 2000)

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

(b) Supplemental instructions.

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

Contracting Officer, Lourdes F. Carson, Code 210.H
Contracting Officers Technical Representative, Dale Stigberg, Code CI
Resources Analyst, John Lynch, Code CI
Administrative Contracting Officer (if delegated): TBD

(2) The reporting structure shall be by summary for all ISEM elements, by element for SOW elements 1.0 - 7.0 and at the individual task level for SOW element 10.0 and shall include, at a minimum, the following items:

Labor Hours and Costs (by labor category)
Fringe Benefits
Total Overhead
Material/Other Direct Costs
Travel
Subcontract costs, at the same detail as for the prime
General and Administrative Costs
Award Fee

SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA

(3) Web sites.

(1) NPG 9501.2C, NASA Contractor Financial Management Reporting:

http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

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

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

(End of clause)

G.3 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL
CONDITIONS (GSFC 52.245-92) (SEP 1998)

- (1) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this task order.
- (2) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this task order. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the task order in an acceptable and efficient manner is not degraded.
- (3) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the task order. If the

**SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA**

Contracting Officer agrees that the property is still needed for task order performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

- (4) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

- (5) This clause shall not apply to the following items:

"Task Unique", as in H.7

(End of clause)

**G.4 PROPERTY CLAUSE APPLICABILITY--ON-SITE AND OFF-SITE
(GSFC 52.245-96)(SEP 1998)**

- (1) Performance of this task order requires that contractor personnel and any furnished and/or acquired government property be located at both Government controlled and managed premises (on-site) and at contractor controlled and managed premises (off-site). The requirements for control and accountability of government property differ depending upon the location of the property. The applicability of the clauses in this task order to on-site and to off-site locations is indicated below.

- (2) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts" except that para. (e) does not apply to on-site locations.

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Owned Equipment.

GSFC clause 52.245-92, Repair or Replacement of Government Property--Special Conditions, if included.

GSFC clause 52.245-97, "Contractor Acquired Property--NASA Conditions".

- (3) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

**SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA**

NASA FAR Supplement clause 1852.245-76, "List of Government-Furnished Property", if included.

(4) Clauses applicable only to on-site locations.

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property (Alternate I)".

NASA FAR Supplement clause 18-52.245-77, "List of Installation- Accountable Property and Services".

GSFC clause 52.245-93, "Contractor Acquired Government Property".
(End of clause)

**G.5 CONTRACTOR ACQUIRED PROPERTY--NASA CONDITIONS (GSFC 52.245-97)
(SEP 1998)**

NASA FAR Supplement 1845.502-70 establishes general and specific conditions that apply to this task order for various categories of contractor acquired property.
(End of clause)

G.6 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)(MARCH 1998)

- (1) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this task order.
- (2) Beginning 6 months after the effective date of this task order, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the ISEM Task Order Performance Evaluation Plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (3) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.3A, will make payment based on issuance of a unilateral modification by contracting officer.
- (4) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA

- (5) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Schedule of Total Award Fee Available of the Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (6) (1) Provisional award fee payments will be made under this task order pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior periods evaluation score.
- (7) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.
- (8) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.
- (9) Provisional award fee payments will be made prior to the first award fee determination by the Government.
- (10) Award fee determinations made by the Government under this task order are not subject to the Disputes clause. (End of clause)

G.7 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 18-52.216-87)(MAR 1998)

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

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

Goddard Space Flight Center
Headquarters Accounting Division
Accounts Payable Section, Code 155
Greenbelt, Maryland 20771

SECTION G OF W-19800 CONTRACT ADMINISTRATION DATA

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

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

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

(d) One original and one copy Standard Form (SF) 1034, SF 1035, or equivalent Contractors attachment to the Auditor.

(2) (Reserved)

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

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

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

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

(End of clause)

G.8 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)

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

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	750.1	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	750.2	Goddard Space Flight Greenbelt, MD 20771

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

SECTION G OF W-19800
CONTRACT ADMINISTRATION DATA

requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights --Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
(NFS 1852.242-73) (JUL 1997)

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

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

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

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

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

(End of clause)

G.10 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(1852.245-71) (JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government

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retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities: Care and handling in the manner typical of reasonable parties and as required elsewhere in this document or the ISEM Statement of Work. The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.11 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (SEP 1996)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with NFS 1845.505-14, the instructions on the form, and subpart NFS 1845-71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(b) If administration of this task order has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC).

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Financial Management Division, Code 155, Greenbelt, MD 20771-0001 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the task order is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the task order, whichever is less, has been set-aside. If the Contractor fails to submit annual NF 1018 reports when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report is required within 30 days after disposition of all property subject to reporting when the task order performance period is complete.

(End of clause)

G.12 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this task order, the Government will make available Government property identified below or in Attachment 13.9 of Section J of this task order on a no-charge-for-use basis. The Contractor may use this property in the performance of this task order at NASA Headquarters, Washington, DC and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this task order, the Contractor is accountable for the identified property.

<u>Item</u>	<u>Quantity</u>	<u>Acquisition Cost</u>	<u>Date to be Furnished to the Contractor</u>
See Attachments at Section J. 13.9			Beginning of Basic Performance Period

Will be completed based on successful vendor's proposal.

(End of clause)

G.13 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

In accordance with the clause at NFS 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to

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the extent they are available, in the performance of this task order within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in Attachment Section J. 13.9. The Government retains accountability for this property under the clause at NFS 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this task order, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at NFS 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this task order any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government task order, without the Contracting Officer's prior written approval.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Library, general photocopying and duplicating
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.
- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at NFS 1852.245-71, Installation-Accountable Government Property.

(End of clause)
(END of SECTION)

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-70	MAR 1997	SAFETY AND HEALTH
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS(ALTERNATE I) (SEP 1989) (ALTERNATE II) (SEPT 1989)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (End of Clause)

H.2 LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71)(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 the Contractor may be required to participate in part or fully in the requirements identification and specification, proposal evaluation support, statement of work development, benchmarking, and other activities associated with Government procurement (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements).

(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 task order, 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 task order.

(2) To the extent that the work under this task order 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.