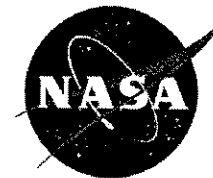


National Aeronautics and  
Space Administration

**Goddard Space Flight Center**  
Greenbelt, MD 20771



Reply to Attn of: 210.3

November 4, 2008

Honeywell Inc.  
Space Systems Group  
Mail Station 218-3  
Attn: Rick D'Strata  
13350 US Hwy 19 N  
Clearwater, FL 33764

**SUBJECT:** Request for Proposal NNG09268003R for the Miniature Inertial Measurement Unit for the Lunar Reconnaissance Orbiter (LRO)

This procurement is being conducted under the authority of 10 U.S.C. 2304(c)(1), as implemented by FAR 6.302-2, "Only one responsible source".

You are requested to submit a Firm Fixed Price (FFP) offer in accordance with the attached Model Contract and Statement of Work (SOW). Your offer shall include technical and cost information in order to determine how thoroughly you understand the needs and objectives of the Government's requirement. The quantity, description, and required delivery information is included on the attached model contract. Information contained in your offer must be in sufficient detail to allow adequate technical and cost evaluation (i.e., labor rates, overhead cost, fee, etc). Your technical proposal must address all elements of the SOW and explain in detail your proposed approach and capabilities for meeting those requirements.

In response to this solicitation, your offer should include the following:

1. A Technical Volume (original, two copies, and an electronic copy) detailing the proposed work plan and an explanation of any exceptions or recommendations to the Statement of Work of this RFP.
2. A Cost Volume (original, two copies and an electronic copy), which shall include a complete cost estimate by elements of cost with supporting data. Labor costs should be broken down by skill category, hours, and rates. Indirect rates should specify the percentage and basis of allocation. Other direct costs should be supported by basis of estimate. Any travel should be broken out by the number of trips, days, and per diem requested, as well as the rationale for the travel. Your proposal should include sufficient cost/price information to enable us to analyze your proposed costs.

The Government intends to use a Windows compatible computer in the evaluation of your proposal. Therefore, please submit a copy of the cost proposal on a compact disc (CD) as detailed below for this contract. Windows XP operating system and Office 2003, or earlier release is required for your CD submission. Please provide written documentation, which describes the contents of each disc and of each file.

3. The offeror shall submit a Safety and Health Plan in accordance with NASA FAR Supplement 1852.223-73 - SAFETY AND HEALTH PLAN (NOV 2004) will be included in the result contract as Attachment D.
4. The offeror shall submit a Small Business Subcontracting Plan as part of its proposal. The subsequent subcontracting plan, as approved by the Contracting Officer, will be included in the result contract as Attachment E.
5. A completed "Representations, Certifications, and Other Statements".
6. The offeror shall complete all "\$TBP" references in the model contract and RFP provisions. These are located in the following sections:
  - B.2 FIRM FIXED PRICE
  - B.3 MILESTONE PAYMENT SCHEDULE

The proposal submitted in response to this request must be signed by an official having the proper authority to act for this purpose and should contain all the information requested. The period of time for which the proposal is firm must be indicated. Your offer should be valid for at least 120 days from the date of your proposal.

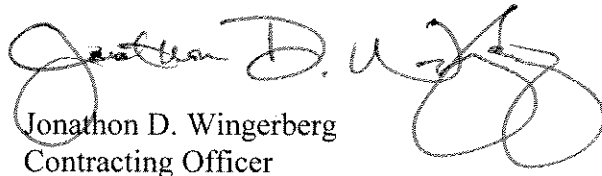
Please note that this request does not commit the Government to pay any costs incurred in the submission of your proposal, nor to contract for the said services. Note also, that full, accurate, and complete information is required by this request in accordance with U.S.C. 1001, which also prescribes the penalties for making false statements.

The request for an offer is not an authorization to perform any of the described work. The Government will not be liable for any costs for work prior to any issuance of the duly executed contract. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed contract. Any other commitment either explicit or implied is invalid.

Receipt of your signed proposal within 30 days of this RFP is needed. Any efforts to expedite your submittal will be greatly appreciated. Your offer should be submitted to:

NASA/GSFC  
Attention: Mr. Jonathon D. Wingerberg  
Building 11, Room S-215D  
Greenbelt, Maryland 20771

If you have any questions, please call Jonathon Wingerberg at (301) 286-5971 or email at [Jonathon.D.Wingerberg@nasa.gov](mailto:Jonathon.D.Wingerberg@nasa.gov).

  
Jonathon D. Wingerberg  
Contracting Officer

Enclosures

<b>SOLICITATION/CONTRACT</b> BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE OF 1	PAGES 35
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER NNG09268003R	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE	
7. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	CODE GSFC	8. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		% FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)	
9. (AGENCY USE) NO COLLECT CALLS		NAICS: 541330 SIZE STANDARD: \$4.5			

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)  
 SUPPLIES     SERVICES    Two (2) Miniature Inertial Measurement Units (MIMUs)

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771
13. CONTRACTOR OFFEROR CODE _____ FACILITY CODE _____	14. PAYMENT WILL BE MADE BY CODE _____

TELEPHONE NO. \_\_\_\_\_  
DUNS NO. \_\_\_\_\_  
 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

15. PROMPT PAYMENT DISCOUNT \_\_\_\_\_

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
 10 U.S.C. 2304 ( )     41 U.S.C. 253 ( )

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
001	INCO TERMS 2: Destination Two (2) Miniature Inertial Measurement Units				

23. ACCOUNTING AND APPROPRIATION DATA	24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER <u>3</u> <input checked="" type="checkbox"/> ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR <input type="checkbox"/> CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
27. SIGNATURE OF OFFEROR/CONTRACTOR	28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
NAME AND TITLE OF SIGNER (TYPE OR PRINT) DATE SIGNED	NAME OF CONTRACTING OFFICER DATE SIGNED
	Jonathan D. Wingerberg    11/4/08

**NO RESPONSE FOR REASONS CHECKED**

CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT	
UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
OTHER (Specify)			
WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED		
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX  
STAMP  
HERE

TO:  
GSFC  
NASA/Goddard Space Flight Center  
Procurement Operations Division  
Greenbelt MD 20771

SOLICITATION NO. NNG09268003R

DATE AND LOCAL TIME \_\_\_\_\_

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES**

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated as Attachment A, entitled "Statement of Work for Inertial Reference Unit" and Attachment B, entitled "Inertial Reference Unit Performance Specification".

Item #	Description	Reference	Category	Quantity	Delivery Date
1	Monthly Status Report	SOW Section 2.1	I	1	Ten (10) calendar days following the month being reported
2	Design Conformance Review	SOW Section 2.3.1	R	1	Three (3) months after Award of Contract
3	Design Conformance Review Report	SOW Section 2.3.1	R	1	Ten (10) calendar days after completion of Design Conformance Review (DCR)
4	Pre-Environmental Review (PER)	SOW Section 2.3.2	R	1	Five (5) working days before start of verification program on first unit
5	Flight Unit Pre-Ship Review	SOW Section 2.3.3	R	1	Five (5) calendar days prior to delivery of each Flight Unit
6	Interface Control Document (ICD)	SOW Section 3.2.1	R	3	Fifteen (15) calendar days before DCR
7	Drawing Package	SOW Section 3.2.2	R	3	Fifteen (15) calendar days before DCR
8	Design Conformance Review Presentation Package	SOW Section 3.2.3	I	5	Fifteen (15) calendar days before DCR
9	Flight Unit Data Delivery Package	SOW Section 3.2.4	A	1	With each delivered Flight Unit
10	As-Built Parts List	SOW Section 3.2.4	R	1	Due at Pre-Ship Review
11	Verification Test Plan	SOW Section 3.2.5	A	3	Fifteen (15) calendar days before Design Conformance Review
12	Verification Test Procedures	SOW Section 3.2.6	R	3	Thirty (30) calendar days before start of testing and as changes occur
13	Thermal Analysis	SOW Section 3.3	R	2	Fifteen (15) calendar days before Design Conformance Review



Item #	Description	Reference	Category	Quantity	Delivery Date
14	Structural Analysis	SOW Section 3.4	R	2	Fifteen (15) calendar days before Design Conformance Review
15	Cost and Schedule Estimate for Optional GSE	SOW Section 4.4	A	1	Two (2) Months after Contract Award
16	Quality Assurance Plan	SOW Section 5.1.1	A	3	Twenty-eight (28) calendar days after contract award
17	Class I CM Changes	SOW Section 5.1.3	A	2	Five (5) calendar days after Contractor CM review
18	Class II CM Changes	SOW Section 5.1.3	R	2	Five (5) calendar days after Contractor CM review
19	Failure Reports	SOW Section 5.1.4	A	2	Five (5) calendar days after Contractor Failure Review Process determines disposition
20	Polymeric Materials expired shelf-life waiver	SOW Section 5.3.1	A	2	Fifteen (15) calendar days before DCR
21	Limited-Life Items List	SOW Section 5.3.5	A	2	Fifteen (15) calendar days before DCR
22	Failure Mode and Effects Analysis (FMEA)	SOW Section 5.3.1	R	1	Fifteen (15) days before Design Review Confirmation
23	EEE Parts Stress Analysis	SOW Section 5.3.2	R	1	28 Days after Contract Award
24	Worst-Case Circuit Analysis	SOW Section 5.3.3	R	1	Fifteen (15) days before Design Review Confirmation
25	Trend Parameter List	SOW Section 5.4.2	R	3	Five (5) calendar days prior to Pre-Environmental Review
26	Test and Trend Analysis Reports	SOW Section 5.4.2	I	1	Delivered at Pre-Ship Review
27	Printed Wiring Board Coupons	SOW Sect 5.5.5.1	A	1 Coupon per board	Deliver Twenty-one (21) calendar days before start of PWB assembly
28	Advanced Packaging Technology Requirements Documentation	SOW Sect 5.5.5.3	A	2	Twenty-eight (28) calendar days after contract award
29	Parts Identification List	SOW Section 5.6.1	A	5	Fifteen (15) calendar days before DCR

Item #	Description	Reference	Category	Quantity	Delivery Date
30	Plastic Encapsulated Microcircuit (PEM) Specification Documents	SOW Section 5.6.3	A	2	Twenty-eight (28) calendar days after contract award
31	Radiation Test Plans (If Applicable)	SOW Section 5.6.4	R	2	Plans submitted thirty (30) calendar days prior to test. Returned with comments within fifteen (15) calendar days.
32	Radiation Test Reports	SOW Section 5.6.4	I	2	Ten (10) calendar days after test
33	Recertification Plans for Parts >5Yrs (If Applicable)	SOW Section 5.6.5	A	2	Fifteen (15) calendar days before DCR
34	Alert/Advisory Disposition and Preparation	SOW Section 5.6.6	R	2	Due 3 calendar days after Contractor disposition
35	Materials Identification List	SOW Section 5.7.1	A	5	Fifteen (15) calendar days before DCR
36	As-Built Materials List	SOW Section 5.7.1	R	1	Due at Five (5) calendar days prior to pre-shipment review
37	Materials Usage Agreement	SOW Section 5.7.2	A	2	Fifteen (15) calendar days before DCR
38	Contamination Control Plan	SOW Section 6.1.1	R	1	28 Calendar Days after Contract Award
39	Thermal-Vac Bakeout Results	SOW Section 6.1.4	I	1	28 Calendar Days after Bakeout

**B.2 FIRM FIXED PRICE. (1852.216-78) (DEC 1988)**

The total firm fixed price of this contract is \$[TBP].

**B.3 PERFORMANCE-BASED PAYMENT SCHEDULE**

(a) Subject to other limitations and conditions specified in this contract, performance-based payment shall be made to the Contractor upon delivery and acceptance of the events described under paragraph (b).

(i) Liquidation of performance-based payments shall be in accordance with FAR 52.232-32, Performance-Based Payments, and

(ii) Liquidation rate shall be 100% of performance-based payment amounts paid prior to payment for delivery of the Star Tracker and such performance-based payment amounts shall be liquidated by deducting 100% of any outstanding amounts from the price of the delivered Star Tracker.

(b) The payment schedule amount shall be calculated by the application of the contract percentage established per event to the total fixed price amount indicated under contract clause B.2, entitled

"Firm-Fixed Price".

<b>MILESTONE EVENT</b>	<b>QTY</b>	<b>CONTRACT PERCENTAGE</b>	<b>Event Value</b>	<b>TOTAL AMOUNT</b>
Design Conformance Review Report	1	15%	[\$TBP]	[\$TBP]
Pre-Environmental Review Report	1	5%	[\$TBP]	[\$TBP]
Flight Unit	1	40%	[\$TBP]	[\$TBP]
Second Flight Unit	1	35%	[\$TBP]	[\$TBP]
Flight Unit Data Delivery Package	1	5%	[\$TBP]	[\$TBP]
Grand Total		100%	[\$TBP]	[\$TBP]

(c) The Contractor may submit requests for payment not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all milestone payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled.

(d) The Contractor shall not be entitled to payment of a request for milestone payments prior to successful accomplishment and acceptance by the Government of the milestone event. The Contracting Officer shall determine whether the milestone event or performance criterion for which payment is requested has been successfully accomplished and accepted by the Government in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

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

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with the following: Attachment A, entitled "Statement of Work for Inertial Reference Unit" and; Attachment B, entitled "Inertial Reference Unit Performance Specification".

**C.2 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (1852.235-74)  
(FEB 2003)**

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) RESERVED

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within thirty (30) days after the completion of the effort under the contract.

**SECTION D  
PACKAGING AND MARKING**

**D.1 PACKAGING, HANDLING, AND TRANSPORTATION. (1852.211-70) (SEP 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 SECTION E – CLAUSES INCORPORATED BY REFERENCE**

**(52.246-2) INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)  
(52.246-16) RESPONSIBILITY FOR SUPPLIES. (APR 1984)**

**E.2 MATERIAL INSPECTION AND RECEIVING REPORT. (1852.246-72) (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in four (4) copies, an original and three (3) copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

**E.3 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-93) (APR 2008)**

The Contracting Officer or authorized representative will accomplish acceptance at GSFC. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the thirtieth (30<sup>th</sup>) day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

**E.4 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)**

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

All deliverable items contained in Clause B.1 except items 10-14.

**E.5 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)**

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

**E.6 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71) (OCT**

1988)

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

<b>NO.</b>	<b>QUALITY ASSURANCE ITEM</b>	<b>QA FUNCTION</b>	<b>LOCATION</b>
01	Testing	Monitoring and Witnessing by Government QA Representatives	Contractor and Subcontractor Facilities
02	Electronic Assemblies	Inspection of electronic assemblies prior to their installation	Contractor and Subcontractor Facilities
03	Mechanical Assemblies	Inspection of mechanical assemblies prior to assembly into next higher level of assembly	Contractor and Subcontractor Facilities
04	Manufacturing Process	Monitoring of various manufacturing processes for compliance	Contractor and Subcontractor Facilities
05	Procedural and Requirements Compliance	Surveys, audits, and monitoring of compliance to procedures and requirements	Contractor and Subcontractor Facilities

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 SECTION F – CLAUSES INCORPORATED BY REFERENCE**

**(52.242-15) STOP-WORK ORDER. (AUG 1989)**

**(52.247-34) F.O.B. DESTINATION. (NOV 1991)**

**F.2 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (JUN 2006)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 16W  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for:

Technical Officer: Edward Davis; Code 596  
Building 11, Room S114  
Contract No. [TBD]

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

If this is a fixed price type contract, delivery--for purposes of the Prompt Payment Act--must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to other than Receiving, Building 16W, Code 279, and shipment to that other location has not been authorized by the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result. Shipment to other than Receiving, Building 16W, Code 279, will be construed as contract noncompliance.

**F.3 ADVANCE NOTICE OF SHIPMENT. (1852.247-72) (OCT 1988)**

Ten (10) work days prior to shipping item(s) identified below, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to the Contracting Officer's Technical Representative and the Government's Quality Assurance Representative. and to the Contracting Officer.

<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Quantity</b>	<b>Delivery Date</b>
1	MIMU	SOW Section 4.1	2	18 mo after award



**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 SECTION G – CLAUSES INCORPORATED BY REFERENCE**

**(1852.227-70) NEW TECHNOLOGY. (MAY 2002)**

**G.2 INVOICES - SUBMISSION OF (GSFC 52.232-95) (AUG 2000)**

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) , Accounts Payable, Bldg 1111, C. Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than \$100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

**G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (1852.227-72 ) (JUL 1997)**

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

<b>Title</b>	<b>Office Code</b>	<b>Address (including zip code)</b>
New Techonolgy	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	503	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

**G.4 RELEASE OF SENSITIVE INFORMATION. (1852.237-73 ) (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform

services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

**G.5 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY. (1852.245-70) (DEVIATION) (SEP 2007)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE**

**(1852.223-72) SAFETY AND HEALTH (SHORT FORM). (APR 2002)**

**(1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)**

**(1852.244-70) GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)**

**H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

The completed provision 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.

**H.3 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 GSFC, 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.

**H.4 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT). (1852.232-77) (MAR 1989)**

(a) Of the total price of items of the basic effort, the sum of \$608,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTMENT OF FUNDS: UPON AVAILABILITY OF FUNDS**

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until [ ].

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

**SECTION I  
CONTRACT CLAUSES**

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

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

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

NASA FAR Supplement (NFS) clauses:

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

**A FAR CLAUSES INCORPORATED BY REFERENCE**

- (52.202-1) DEFINITIONS. (JUL 2004)
- (52.203-3) GRATUITIES. (APR 1984)
- (52.203-5) COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- (52.203-6) RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- (52.203-7) ANTI-KICKBACK PROCEDURES. (JUL 1995)
- (52.203-8) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
- (52.204-4) PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
- (52.204-7) CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
- (52.211-5) MATERIAL REQUIREMENTS. (AUG 2000)
- (52.215-2) AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)
- (52.215-8) ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- (52.215-10) PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (OCT 1997)
- (52.215-12) SUBCONTRACTOR COST OR PRICING DATA. (OCT 1997)
- (52.215-14) INTEGRITY OF UNIT PRICES. (OCT 1997)
- (52.215-15) PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2004)
- (52.215-17) WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
- (52.215-18) REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
- (52.215-19) NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)
- (52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)
- (52.219-9) SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2001)
- (52.222-1) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- (52.222-19) CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (FEB 2008)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT. (DEC 1996)
- (52.222-21) PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

- (52.222-26) EQUAL OPPORTUNITY. (MAR 2007)
- (52.222-35) EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)
- (52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)
- (52.223-6) DRUG-FREE WORKPLACE. (MAY 2001)
- (52.223-14) TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
- (52.225-1) BUY AMERICAN ACT - SUPPLIES. (JUN 2003)
- (52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- (52.227-1) AUTHORIZATION AND CONSENT. (DEC 2007)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
- (52.227-14) RIGHTS IN DATA--GENERAL. (DEC 2007)
- (52.227-16) ADDITIONAL DATA REQUIREMENTS. (JUN 1987)
- (52.229-3) FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)
- (52.229-4) FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS). (APR 2003)
- (52.230-2) COST ACCOUNTING STANDARDS. (APR 1998)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)
- (52.232-1) PAYMENTS. (APR 1984)
- (52.232-8) DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
- (52.232-9) LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)
- (52.232-11) EXTRAS. (APR 1984)
- (52.232-17) INTEREST. (JUN 1996)
- (52.232-18) AVAILABILITY OF FUNDS. (APR 1984)
- (52.232-23) ASSIGNMENT OF CLAIMS. (JAN 1986)
- (52.232-25) PROMPT PAYMENT. (OCT 2003)
- (52.233-1) DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)
- (52.233-3) PROTEST AFTER AWARD. (AUG 1996)
- (52.233-4) APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- (52.242-13) BANKRUPTCY. (JUL 1995)
- (52.243-1) CHANGES - FIXED-PRICE. (AUG 1987)
- (52.243-6) CHANGE ORDER ACCOUNTING. (APR 1984)
- (52.244-2) SUBCONTRACTS. (52.244-2) (JUN 2007) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33"; paragraph (k) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING. (DEC 1996)
- (52.245-1) GOVERNMENT PROPERTY (JUNE 2007)
- (52.245-9) USE AND CHARGES (JUNE 2007)
- (52.246-24) LIMITATION OF LIABILITY - HIGH-VALUE ITEMS. (FEB 1997)
- (52.247-67) SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)
- (52.248-1) VALUE ENGINEERING. (FEB 2000)
- (52.249-2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)
- (52.249-8) DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
- (52.253-1) COMPUTER GENERATED FORMS. (JAN 1991)

**B NASA FAR SUPPLEMENT - CLAUSES INCORPORATED BY REFERENCE**



- (1852.219-76) NASA 8 PERCENT GOAL. (JUL 1997)
- (1852.227-11) PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM).
- (1852.243-71) SHARED SAVINGS. (MAR 1997)
- (1852.215-84) OMBUDSMAN. (OCT 2003) {The installation Ombudsman is Dorothy C. Perkins, Goddard Space Flight Center, Mailstop 100, Greenbelt, MD 20771; Business Phone 301-286-5066; Fax 301-286-1714; Email dorothy.c.perkins@nasa.gov}
- (1852.245-73) FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 2007)

**1.2 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (52.222-39) (DEC 2004)**

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14<sup>th</sup> Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract,

unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

### **I.3 PERFORMANCE-BASED PAYMENTS (52.232-32) (JAN 2008)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under

performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's---

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause—

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that—

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**I.4 52.243-7 NOTIFICATION OF CHANGES. (APR 1984)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

“Specifically Authorized Representative (SAR),” as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within thirty (30) (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state –

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including –
  - (A) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor’s estimate of the time by which the Government must respond to the Contractor’s notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within thirty (30) (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either –

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made –

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

#### **I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS. (52.244-6) (MAR 2007)**

(A) Definitions. As used in this clause–

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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



(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(A) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

#### **I.6 USE OF RURAL AREA SMALL BUSINESSES. (1852.219-74) (SEP 1990)**

(A) Definitions.

“Rural area” means any county with a population of fewer than twenty thousand individuals.

“Small business concern,” as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

#### **I.7 CENTER FOR AEROSPACE INFORMATION. (1852.235-70) (DEC 2006)**

(a) The Contractor should register with and avail itself of the services provided by the NASA

Center for AeroSpace Information (CASI) (<http://www.sti.nasa.gov>) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a NASA repository and database of research information, which may enhance contract performance.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) Information regarding CASI and the services available can be obtained at the Internet address contained in paragraph (a) of this clause.

#### **I.8 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA. (MAY 2001)**

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

**Acceptance** means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

**Defect** means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

**Supplies** means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean data.

(b) *Contractor's obligations.* (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor up to the GPM launch or 18 months after delivery, whichever is sooner.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within thirty (30) days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within thirty (30) days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and

reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within thirty (30) days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and fitness for a particular purpose are excluded from any obligation under this contract.

(c) *Remedies available to the Government.* (1) The rights and remedies of the Government provided in this clause –

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within thirty (30) after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at NASA/GSFC, Greenbelt, MD.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to –

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise -

(i) Obtain detailed recommendations for corrective action and either -

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

**1.9 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATI-N. (MAY 1999)**

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by Cost and Commercial Accounts Department, Code 155, NASA/GSFC, Greenbelt, MD 20771, FAX 301-286-1748, no

later than concurrent with the first request for payment.. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remain responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction

instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The pay'ent or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**SECTION J  
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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

The following documents are attached hereto and made a part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
A	Statement of Work (SOW) (431-SOW-000218)	October 21, 2008	44
B	Inertial Reference Unit Specification (431-SPEC-000219)	TBP	
C	Deliverable Items List and Schedule (431-LIST-000419)	October 21, 2008	13
D	OCI Avoidance Plan	30 Days After Award	TBP
E	Safety Plan	TBP	TBP
F	Quality Assurance Plan	TBP	TBP
G	Small Business Subcontracting Plan	TBP	TBP

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (52.204-8) (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4,500,000.

(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.

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FAR Clause    Title        Date        Change  
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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)