

PROGRAM INTEGRATION AND CONTROL

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES AND ALTERNATE 1 (FEB 2000) AND PARA (B) [INSERT: "JOHNSON SPACE CENTER"]
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.246-70	MAR 1997	MISSION CRITICAL SPACE SYSTEMS PERSONNEL RELIABILITY PROGRAM

H.2 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

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

(b) The nature of this conflict is:

- 9.505-3 Providing evaluation services
- 9.505-4 Obtaining access to proprietary information
- Reference Clause H.8, ISS Contract Strategy Conflict of Interest Agreement.

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

- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.3 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
- (1) Contract number, task order number, and date of the order.
 - (2) Task ceiling price.
 - (3) Cost and hours incurred to date for each issued task.

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- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

H.4 NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage [less than \$1,000] but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service Contractors (excluding construction contracts) shall provide quarterly reports

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specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract schedule.

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.
 - (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

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- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause.
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --
- (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.5 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

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- (c) The list of personnel and/or facilities (shown below or as specified in the contract schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

List here the personnel and/or facilities considered essential:

FACILITIES:

TBD

KEY PERSONNEL:

TBD

(End of clause)

H.6 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 [insert date of offer] are hereby incorporated by reference in this resulting contract.

(End of clause)

H.7 ANNUAL PERFORMANCE FEEDBACK

- (a) As part of the Government's surveillance activities, a periodic performance feedback will be conducted under this contract. This information will be provided to the Contractor for corrective actions and performance improvement. In addition, performance feedback may be used by the Government to provide a basis for decisions leading to the exercising of options for continued performance.
- (b) The Government will provide the Contractor with the performance feedback annually at the end of each contract fiscal year, in accordance with NFS 1842.15 (NASA Form 1680) and DRD PIC-PM-02, Integrated Management Review Products (IMRPs).
- (c) In the Price performance area, the efficient use of skill mix utilized and hours expended in performance of task orders will be rated more favorably.

(End of clause)

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H.8 ISS CONTRACT STRATEGY CONFLICT OF INTEREST AGREEMENT

- (a) An organizational conflict of interest exists for this contract as it relates to the contracts awarded as part of the overall ISS Contract Strategy in that the Contractor may be in a position to favor its own products or capabilities. Two of the contracts to be awarded will be responsible for support to ISS Program Management. These two contracts are the Program Integration and Control Contract and the Mission Integration Contract. The other contracts to be awarded will be responsible for the overall implementation of these Program requirements. The intent of this clause is to prohibit a Contractor from developing Program requirements in one of the aforementioned two contracts designed for "Support to ISS Program Management" and also implementing those requirements in one of the additional contracts responsible for "ISS Program Implementation." Therefore, the Contractor, by signing this contract, fully understands, agrees, and will comply with the following conditions:
- (1) The Contractor will not perform work as a prime for the ISS follow-on contract responsible for ISS Program implementation.
 - (2) The Contractor will perform no more than 49% (total contract costs) of the work as a subContractor under any of the implementing contracts.
 - (3) The Contractor shall not, and will not, make the day-to-day Program Management decisions under any of the implementing contracts set forth in (a)(1).
- (b) If by the performance of this contract, or by any other means, the Contractor believes they may violate any of these conditions above, the Contractor shall notify the Contracting Officer in writing immediately.

(End of clause)

H.9 ASSOCIATE CONTRACTOR AGREEMENT FOR ISS

- (a) The success of the ISS Program is dependent on the efforts of multiple Contractors. The PI&C Contractor is a key participant. The other contracts of the key participating Contractors are:
- Mission Integration Contract
 - Cargo Mission Contract
 - United States On-Orbit Segment (USOS) Completion and Sustaining Engineering Contract
 - Space Program Operations Contract (SPOC)

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- Checkout, Assembly, and Payload Processing Services (CAPPS)
- Integrated Mission Operations Contract (IMOC)

Under the aforementioned contracts the Contractors will provide the necessary technical, engineering and processing products and services required to develop, operate, maintain and utilize the ISS.

- (b) In order to achieve efficient and effective implementation of the operation and utilization phase of the ISS, the Contractor shall establish the means for coordination and exchange of information with associate Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The Contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit the ISS Program with increased safety, efficiency, and productivity.
- (c) Given the unique role of this contract, and interrelations with the development, operation, maintenance and utilization of the ISS, the Contractor will engage in cooperative relationships that facilitate effective management of the overall ISS effort. This joint cooperation will be evaluated as part of the contract performance feedback process, as defined in the Annual Performance Feedback process for the PI&C contract.
- (d) To ensure successful implementation and utilization of the ISS, the Contractors shall establish formal guidelines to address coordination, cooperation and communication. All Program elements shall work in a coordinated fashion. Each Contractor shall establish the means for the exchange of such data as needed to keep other project elements fully informed.

(End of clause)

H.10 ADDITIONAL EXPORT CONTROL REQUIREMENTS

In addition to the requirements set forth in NFS 1852.225-70, Export Licenses, the Contractor shall perform the following tasks when they facilitate exports of NASA hardware, software or technical data according to the Export Administration Regulations, International Traffic in Arms Regulations or any other U.S. export control regulations (e.g. Nuclear Regulatory Commission, Drug Enforcement Agency etc.) pursuant to this contract:

- (a) Provide to the Johnson Space Center (JSC) Export Services Team (EST), in writing, an Advanced Notification of Export (ANE) for all Program related exports (hardware, software and technical data) where NASA is considered the U.S. Principal Party in Interest (USPPI). The requirements below shall be met by the

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Contractor and its subcontractors, respectively, when accomplishing the following activities:

- (1) Submitting requests for NASA to apply for an export license with the Department of Commerce or Department of State for use under the contract activity in support of the ISS Program.
 - (2) Submitting notice of the Contractor's intent to use Department of Commerce or Department of State export licenses obtained by NASA as they apply to the contract activity in support of the ISS Program.
 - (3) Submitting notice of the Contractor's intent to use any export license exceptions or exemptions as they apply to the contract activity in support of the ISS Program.
- (b) For all Program related exports (hardware, software or technical data), submit the equivalent information described below to the Center Export Administrator (CEA) at the geographically closest NASA Space Flight Center (JSC, Marshall Space Flight Center [MSFC] or Kennedy Space Center [KSC]) according to the policies and procedures of that center (check with the cognizant Contracting Officer or CEA). A courtesy copy of equivalent information submitted to MSFC or KSC shall be provided to the JSC CEA's office. Provide copies of shipping documents for shipments made under a NASA Export License, exemption or exception to the appropriate CEA within two weeks after the shipment.
- (1) The Contractor shall submit requests for NASA to apply for a license at least 7 months prior to the need date to export. Note that the agencies which approve the licenses can take up to 6 months or more to process them.
 - (2) The Contractor shall submit an ANE in a formal letter, fax or e-mail (e-mail is preferred), containing the information described below (as applicable), addressed to the CEA's Office in accordance with the submission schedule below. The schedule provides a minimum amount of time required to process the information, however license requests may take longer than 6 months to process by the controlling agency.

Required Information	License Application	Use of License	Use Exemption/Exception
Submission Schedule	7 months prior to need date	At least 30 days prior to planned export date	At least 30 days prior to planned export date
Description of Commodity (as it appears on the license)	X	X	X
Specific End Use	X		X

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Required Information	License Application	Use of License	Use Exemption/Exception
1) NASA license number (include date of expiration), International Traffic in Arms Regulation (ITAR) license exemption (e.g. 125.4(b)(3)) or Export Administration Regulation (EAR) exception (e.g. GOV, RPL, TMP, ENC, etc.). *		X	X
2) Quantity and description as it appears on the applicable license.	X	X	X
3) Date of planned export	X	X	X
4) Origin of export (Company and city).	X	X	X
5) Intermediate and Ultimate Consignees, End User (full name and address), and Destination of export (Country, city and company).	X		
6) Point of contact with current phone number and e-mail address (for technical questions – must be a representative of the contractor originating the export).	X	X	X
7) Contractor Point of contact, current e-mail address and phone number for CEA's use to send response	X	X	X
8) Export Classification Control Number (ECCN) under the Export Administration Regulations or category under the United States Munitions List regulations	X		X
9) The technical rationale	X		X

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Required Information	License Application	Use of License	Use Exemption/Exception
used to support the classification			
10) Requirement to export (i.e., MOU, contract number, meeting minutes). Upon request by the CEA or CO, the contractor shall provide a copy of the requirement within 3 working days	X		X
11) Additional information as necessary to clarify the export	X	X	X
12) A copy of the completed Pro Forma Invoice (JSC Form 1735) or equivalent form/ document attached to an email if prepared for the export	X	X	X
13) A copy of the completed electronically signed JSC Form 1724 (Export Control Request and Approval Worksheet) or equivalent form	X Signed by Civil Servant - Export Rep	X Copy of Signed form	X Signed by Civil Servant - Export Rep
NASA Point of Contact	X		X
Specific End Use	X	X	X

* Additional information is required for these exceptions.

- i. If using RPL, provide the license number, or copy of records confirming export authorization for the item being replaced.
- ii. If using ENC, provide reference to the manufacturer's record verifying eligibility for ENC (e.g. full internet address (URL), e-mail from manufacturer or copy of Commerce Department communication to manufacturer.
- iii. If using TMP, provide the expected return date.) **

(3) After all the information is submitted, the cognizant CEA's Office will respond to the Contractor or its subcontractor with a status within ten (10) working days. It is the CEA's goal to provide a notice of approval or other disposition within 10 working days for "Use of License" and "Use of Exemption/Exception" to the Contractor or its subcontractors who are exporting on behalf of NASA. Once approved, NASA will provide the

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destination control statement to use on all export documentation via e-mail or hardcopy letter.

- (c) In addition to other applicable export exemptions, the Contractor or its subcontractors are authorized to export hardware, software or data to ISS International Partner (IP) governmental offices that meet the conditions of license exception GOV (15 CFR 740.11(b)(2)(iii)(A)).
- (d) ** For temporary exports (TMP), the Contractor or its subcontractors shipping on behalf of NASA shall submit written notice to the CEA and Contracting Officer within five (5) business days of the date that the item was actually returned, along with the incoming documentation.
- (e) The Contractor or its subcontractors shall keep those records required by Department of Commerce and Department of State regulations for all exports and make them available upon request to NASA and its representatives.
- (f) These requirements do not apply to Contractor or subcontractor commercial contract related exports or exports pursuant to Technical Assistance Agreements or other license authorizations received by the Contractor or its subcontractors and for which the Contractor or its subcontractors will be the USPPI and/or "Exporter of Record."
- (g) These requirements do not apply to exports for which there is "No License Required" (e.g. EAR99, 9A004 to Canadian International Partners on ISS, etc.)
- (h) The Contractor and its subcontractors shall report to the NASA JSC EST, in writing, any potential export issues (including those related to support of sustaining engineering and operations of ISS) that cannot be resolved by the Contractor or its subcontractors, respectively. Such report and/or notification of issues and technical tasks should be reported to the NASA JSC EST at least three (3) months in advance of requested action.
- (i) Upon discovery of unforeseen adverse export issues, the Contractor shall immediately notify NASA JSC EST by telephone with a follow up e-mail or hardcopy letter of said issue and shall report to the NASA JSC EST, in writing, as the facts become known.
- (j) This clause applies when the Contractor or its subcontractors elect to export NASA owned Government Furnished Equipment and Property (GFE, GFP) (including data, software or hardware). In such instances, the Contractor or its subcontractors are the USPPI. They shall provide verifiable evidence that a valid export license, exemption or exception has been processed and approved (as applicable). They shall also provide this information for additional property

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that is not GFE or GFP that the Contractor or its subcontractors elect to include with the GFE and GFP.

(End of clause)

H.11 GOVERNMENT INSIGHT

(a) Definitions. For the purpose of this contract, the following definitions apply:

“Insight,” as used in this clause, means technical visibility into the Program, maintained through audit, surveillance, assessment of trends and metrics, software independent verification and validation, the flight readiness review process, and review or independent assessment of out-of-family anomalies occurring in any phase of the Program.

“Surveillance,” as used in this clause means continual monitoring and verification of the status of manufacturing, testing, and processing of Station hardware, software and operations preparations to ensure that requirements are being fulfilled. Items to be monitored and verified are selected—this is not an all inclusive activity.

“Audit,” as used in this clause, means the implementation of procedures and requirements of the NASA Engineering Quality Audit (NEQA) or other equivalent audit techniques used to perform periodic audit of all aspects of processes and procedures required to manufacture, assemble, test, and process hardware for flight. Audits may include an examination of all disciplines and tasks which are involved with or support ISS, hardware and software production and maintenance, safety and quality assurance, logistics, procurements and operations. These descriptions are illustrative only and shall not be construed as any limitation on the Government’s right to conduct an audit of the Contractor and subcontractors to determine performance on this contract.

- (b) The Government shall have the right to audit the Contractor and subcontractors in accordance with applicable clauses within this contract. One purpose of these audits is to afford the Government insight into and understanding of Contractor and selected subcontractor processes and procedures to determine whether the processes or procedures (1) adversely affect safety; (2) are not within contract performance standards; or (3) adversely affect future launch schedules.
- (c) The Government may schedule fact-finding meetings with the Contractor and subcontractors as necessary to discuss issues requiring Government insight. Scheduling and format of these meetings shall indicate whether exchange of information will be required, and the number and expertise of Contractor/subcontractor personnel who shall attend the meetings. When

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requested by the Contracting Officer or designee, the Contractor and subcontractors shall provide necessary support to the Government when it audits the Contractor or subcontractor and for the Government-Contractor/subcontractor meetings. The purpose of these meetings is to understand the findings of the Government audits. The parties understand and agree that no direction from the Government or constructive change to the contract shall result from any of these meetings.

(End of clause)

H.12 REPROCUREMENT DATA PACKAGE

The Contractor shall provide a Data Reprourement Package in accordance with DRD PIC-PR-04.

(End of clause)

H.13 GOVERNMENT-PROVIDED RUSSIAN LANGUAGE AND LOGISTICS SERVICES (RLLS)

The Contractor is authorized use of the following RLLS in performance of this contract or any subcontract entered into under this contract:

- Russian Translations
- Russian Interpretations
- Russian Language Training
- Russian Logistics services (both in the U.S. and in Russia), including (a) Ground Services (e.g. airport pickup/drop-off, transportation between hotels and meeting locations); (b) Meeting Services (e.g. coordination of schedules, agendas, and protocols); (c) Hotel Reservations; and (d) Visa Coordination.

The Contracting Officer shall be promptly notified by the Contractor upon identification of a need for RLLS. The Contracting Officer shall provide instructions as to the point of contact for submitting a request for RLLS. Failure of the Government to provide adequate or timely RLLS shall entitle the Contractor to an equitable adjustment in all affected contract terms and conditions, exclusive of any adjustment to fee. This provision, including this flow-down requirement, shall be inserted in all subcontracts where it is anticipated that RLLS may be necessary for contract performance.

(End of clause)

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H.14 SUBCONTRACTING WITH RUSSIAN ENTITIES FOR GOODS OR SERVICES

(a) Definitions: In this provision:

(1) The term “Russian entities” includes the following:

- (i) The Russian Federal Space Agency (Roscosmos),
- (ii) Any organization or entity under the jurisdiction or control of Roscosmos, or
- (iii) Any other organization, entity, or element of the Government of the Russian Federation.

(2) The term “Organization or entity under the jurisdiction or control of Roscosmos” means an organization or entity that:

- (i) Was made part of the Russian Federal Space Agency upon its establishment on February 25, 1992;
- (ii) Was transferred to the Russian Federal Space Agency by decree of the Russian Government on July 25, 1994, or May 12, 1998;
- (iii) Was or is transferred to the Russian Aviation and Space Agency or Russian Federal Space Agency by decree of the Russian Government at any other time before, on, or after March 14, 2000; or
- (iv) Is a joint stock company in which the Russian Aviation and Space Agency or Russian Federal Space Agency has at any time held controlling interest.

(3) The term “extraordinary payments” means payments in cash or in kind made or to be made by the U.S. Government prior to January 1, 2012, for work to be performed or services to be rendered prior to that date necessary to meet U.S. obligations under the Agreement Concerning Cooperation on the Civil International Space Station, with annex, signed at Washington January 29, 1998, and entered into force March 27, 2001, or any protocol, agreement, memorandum of understanding, or contract related thereto.

(b) This provision implements the Iran and Syria Nonproliferation Act (the Iran Nonproliferation Act as amended by the Iran Nonproliferation Amendments Act of 2005) to allow extraordinary payments prior to January 1, 2012 to Russian entities

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in connection with the ISS. NASA has applied the restrictions in the Act to include funding of Russian entities via U.S. Contractors.

- (c)(1) The Contractor shall not subcontract with Russian entities without first receiving written consent from the Contracting Officer. In order to obtain this written consent to subcontract with any Russian entity as defined in paragraphs (a), the Contractor shall provide the Contracting Officer with the following information related to each planned new subcontract and any change to an existing subcontract with entities that fit the description in paragraphs (a):
- (i) A detailed description of the subcontracting entity, including its name, address, and a point of contact, as well as a detailed description of the proposed subcontract including the specific purpose of payments that will be made under the subcontract.
 - (ii) The Contractor shall provide certification that the subcontracting entity is not on any of the denied parties, specially designated nationals and entities of concern lists found at:
<http://www.hq.nasa.gov/office/oer/nasaecp/Welcome.html>

Denied Parties, Specially Designated Nationals and Entities of Concern

[BIS's Listing of Entities of Concern](#)

[BIS's List of Denied Parties](#)

[Debarred Parties Listing](#)

[OFAC's List of Specially Designated Nationals](#) (*Adobe PDF format*)

[List of Unverified Persons in Foreign Countries](#)

- (2) Unless relief is granted by the Contracting Officer, the information necessary to obtain consent to subcontract shall be provided to the Contracting Officer 20 business days prior to executing any planned subcontract with entities defined in paragraph (a).
- (d) After receiving consent to subcontract, the Contractor shall provide the following information to the Contracting Officer each time an extraordinary payment is made to an entity in paragraph (a):
- (1) The name of the entity
 - (2) The subcontract number
 - (3) The amount of the payment
 - (4) The date of the payment

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- (e) The Contracting Officer may direct the Contractor to provide additional information for any other prospective or existing subcontract at any tier. The Contracting Officer may direct the Contractor to terminate for the convenience of the Government any subcontract at any tier with an entity described in paragraphs (a), subject to an equitable adjustment.
- (f) Notwithstanding FAR 52.216-7, Allowable Cost and Payments, on or after January 1, 2012, the Contractor shall be responsible to make payments to entities defined in paragraphs (a) of this provision. Any subcontract with entities defined in paragraph (a), therefore, should be completed in sufficient time to permit the U.S. Government to make extraordinary payments on subcontracts with Russian entities on or before December 31, 2011.
- (g) The Contractor shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier. The Contractor shall be responsible to obtain written consent from the Contracting Officer to enter into any tier subcontract that involves entities defined in paragraph (a).

(End of clause)

H.15 TASK ORDER AMENDMENTS

Contracting Officer approval must be obtained by way of an approved task order amendment in cases where the Contractor will either (1) exceed the maximum authorized dollars or, (2) exceed total authorized hours or, (3) the task order does not contain a specified skill type, or skill level needed to perform the task order. Additional criteria for task order amendments may be provided by the Contracting Officer in each individual task order.

(End of clause)

H.16 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE I (SEPTEMBER 1989)

- (a) The on-site Government personnel observe the following holidays:
- New Year's Day
 - Labor Day
 - Martin Luther King, Jr.'s Birthday
 - Columbus Day
 - President's Day

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Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.
- (d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

JSC 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008)

- (a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:
- (1) Contractor personnel working on-site; and
 - (2) Contractor personnel dedicated to the contract effort who are
 - (i) Working off-site within 10 miles of JSC; and

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- (ii) Unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

- (b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.
 - (1) If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
 - (2) For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
 - (3) All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations recommence.
- (c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in paragraph (a) above.

(End of clause)

[END OF SECTION]