

## PROGRAM INTEGRATION AND CONTROL

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEPT 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-11	SEPT 2007	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	SEPT 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEPT 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	SEPT 2006	PROTECTING THE GOVERNMENT'S INTEREST

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<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
		WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS AND ALTERNATES II (OCT 1997) & III (OCT 1997) [INSERT ALT III: 3.5” DISK(s), USB Port(s), OR CD-ROM(s)]
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-18	OCT 1995	ORDERING [See Clause F.2 Period of Performance]
52.216-19	OCT 1995	ORDER LIMITATIONS [(a) \$1,000, (b)(1) \$100,000,000, (b)(2) \$100,000,000 (b)(3) 5, (d) 5]
52.216-22	OCT 1995	INDEFINITE QUANTITY [See Clause F.2 Period of Performance]
52.219-6	JUN 2003	NOTICE OF SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES

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<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.222-26	MAR 2007	EQUAL OPPORTUNITY AND ALTERNATE I (FEB 1999)
52.222-29	JUN 2003	NOTIFICATION OF VISA DENIAL
52.222-35	SEPT 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEPT 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT
52.223-5	AUG 2003	POLLUTION PREVENTION & RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT AND ALTERNATE I (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) AS MODIFIED BY NFS 1852.227-11
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL AS MODIFIED BY NFS 1852.227-14 ALTERNATE II AND ALTERNATE III
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2008	INTEREST

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<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES AND ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD AND (ALTERNATE I) (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED PRICE ALTERNATE II (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY -- SERVICES
52.247-63	JUN 2003	PREFERENCE FOR U.S. FLAG AIR CARRIER
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS
52.248-1	FEB 2000	VALUE ENGINEERING
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR

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<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEPT 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG-AND-ALCOHOL -FREE WORKPLACE
1852.227-11	DEC 2007	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) MODIFIES FAR CLAUSE 52.227-11
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.243-70	OCT 2001	ENGINEERING CHANGE PROPOSALS
1852.243-71	MAR 1997	SHARED SAVINGS

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

This contract is subject to the written approval of the Procurement Officer for the NASA Johnson Space Center and shall not be binding until so approved.

**(End of clause)**

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

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

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

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

**(End of clause)**

**I.4 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**(End of clause)**

**I.5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(End of clause)**

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**I.6 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) DEVIATION**

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a NASA network or operated by the Contractor for NASA, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor must have physical or electronic access to NASA's sensitive information contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require security provisions include:
- (1) Computer control of spacecraft, satellites, or aircraft or their payloads;
  - (2) Acquisition, transmission or analysis of data owned by NASA with significant replacement cost should the Contractor's copy be corrupted; and
  - (3) Access to NASA networks or computers at a level beyond that granted the general public; e.g., bypassing a firewall.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan (DRD PIC-IT-03). This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Government Information Security Reform Act of 2000.

The plan shall meet IT security requirements in accordance with Federal and NASA policies and procedures that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) NASA Procedural Requirements (NPR) 2810.1, Security of Information Technology;
- (3) NPR 1600.1, NASA Security Program;
- (4) NPR 1600.2, NASA Security Policy;

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- (5) NPR 1620.1, NASA Security Procedures and Guidelines;
  - (6) NPR 1620.2, Physical Security Vulnerability; and
  - (7) NPR 1620.3, Physical Security Requirements for NASA Facilities and Property.
- (c) Within the 30 days after contract award, as specified in DRD PIC-IT-01, the Contractor shall submit for NASA approval an IT Security Plan. This plan must be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
- (d) (1) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1, Section 4.5; NPR 1620.1, Chapter 3; and paragraph (d)(2) of this clause. Those Contractor personnel with non-privileged access do not require personnel screening. NASA shall provide screening using standard personnel screening National Agency Check (NAC) forms listed in paragraph (d)(3) of this clause, unless Contractor screening in accordance with paragraph (d)(4) is approved. The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of the government, interim access may be granted pending completion of the NAC.
- (2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):
- (i) **IT-1** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.
  - (ii) **IT-2** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on



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spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" data whose cost to replace exceeds one million dollars.

- (iii) **IT-3** -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or data has substantial cost to replace, even if these systems are not interconnected with a NASA network.
- (3) Screening for individuals shall employ forms appropriate for the level of risk as follows:
- (i) IT-1: Fingerprint Card (FC) 258 and Standard Form (SF) 85P, Questionnaire for Public Trust Positions;
  - (ii) IT-2: FC 258 and SF 85, Questionnaire for Non-Sensitive Positions; and
  - (iii) IT-3: NASA Form 531, Name Check, and FC 258.
- (4) The Contracting Officer may allow the Contractor to conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures. As used here, equivalent includes a check for criminal history, as would be conducted by NASA, and completion of a questionnaire covering the same information as would be required by NASA.
- (5) Screening of Contractor personnel may be waived by the Contracting Officer for those individuals who have proof of –
- (i) Current or recent national security clearances (within last three years);
  - (ii) Screening conducted by NASA within last three years; or
  - (iii) Screening conducted by the Contractor, within last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer under paragraph (d)(4) of this clause.

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- (e) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810.1, Section 4.3 requirements. The Contractor may use web-based training available from NASA to meet this requirement.
- (f) The Contractor shall afford NASA, including the Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NASA data or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (g) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

**(End of clause)**

**I.7 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This statement is for information only. It is not a Wage Determination.

<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
Program Manager	SES, \$91.97
Manager I	GS-15, \$45.71
Manager	GS-13, \$32.88
Supervisor	GS-13, \$32.88
Technical Professional IV	GS-15, \$45.71
Technical Professional III	GS-13, \$32.88
Technical Professional II	GS-12, \$27.65
Technical Professional I	GS-7, \$15.59

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<b>Employee Class</b>	<b>Monetary Wage-Fringe Benefits</b>
IT Professional III	GS-14, \$38.86
IT Professional II	GS-13, \$32.88
Analyst III	GS-13, \$32.88
Analyst II	GS-12, \$27.65
Analyst I	GS- 9, \$19.07
Business Specialist II	GS-14, \$38.86
Business Specialist I	GS-12, \$27.65
Business Specialist	GS- 7, \$15.59
Other (additional Labor categories that proposed by the offeror which are not listed within the wage determination)	TBD

(End of clause)

**I.8 NFS 1852.215-84 OMBUDSMAN (OCT 2003)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.
- (b) If resolution cannot be made by the Contracting Officer, interested parties may contact the Installation Ombudsman, Lucy V. Kranz, address 2101 NASA Parkway, Houston, Texas, 77058, at 281-483-0490, facsimile 281-483-2200, and e-mail [lucy.v.kranz@nasa.gov](mailto:lucy.v.kranz@nasa.gov). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA Ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical

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requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

**(End of clause)**

**I.9 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)**

- (a) As used in this clause, “sensitive information” refers to information that a Contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –
  - (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) 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.
  - (7) 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.
- (d) The Contractor will comply with all procedures and obligations specified in its

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Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of Government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a Government Contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

**(End of clause)**

**I.10 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 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 NFS 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:

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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 NFS 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 NFS 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

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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 NFS 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.

**(End of clause)**

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**I.11 TECHNICAL INFORMATION RELEASES AND PUBLICATIONS**

As authorized by paragraph (d)(1) of the Rights in Data-General Clause (FAR 52.227-14) of this contract, the following exception shall apply:

During the performance of this contract, if data relating to this contract is planned for use in oral or written presentations, professional meetings, seminars, or in articles to be published in professional, scientific, and technical journals and similar media, the Contractor shall assure that an advance information copy of the presentation or article is sent to the ISS Program in accordance with NF1676JSC, JSC Approval of Scientific and Technical Information for External Release, to have the benefit of advance information concerning accomplishments of interest, and will provide the ISS Program an opportunity to make suggestions to the Contractor concerning revisions if it is considered that such comments might be useful to the Contractor to help assure the technical accuracy of the information to be presented or published. The information copy will be forwarded to the technical monitor of the contract at least four weeks in advance of the date the author intends to give the presentation or submit the article for publication.

The advance information copy may be submitted in the format or medium, which will be utilized in its ultimate release.

**(End of clause)**

**I.12 DATA RIGHTS NOTICE**

- (a) Any proposal submitted during the course of contract performance must expressly identify any computer software or technical data that is to be provided with less than unlimited data rights. The Contractor shall notify the Contracting Officer in writing prior to incorporating any item, component, subcomponent, process, or software, wherein the related technical data or computer software qualifies as limited rights data or restricted computer software in accordance with Alternate II and III of FAR 52.227-14 and NFS 1852.227-86. This notification does not apply to commercial off-the-shelf (shrink-wrapped) computer software, and corresponding documentation, that has a standard commercial license unless the software is to be incorporated as a subcomponent in a developmental effort.
- (b) Technical data and computer software delivered shall not be marked with restrictive legends unless the Contracting Officer has given prior written consent.
- (c) All license agreements shall be compliant with Federal laws, regulations and the terms and conditions of this contract and shall be transferable to the



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Government upon completion of the contract without additional cost to the Government. One copy of the final negotiated license agreement shall be forwarded to the Contracting Officer within 30 days of agreement to ensure compliance.

**(End of clause)**

**I.13 ACCESS TO CONTRACTOR DATA**

- (a) “Data” for purposes of this clause, means recorded information, regardless of the form or media on which it may be recorded. The term includes technical data; computer software; and information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Types of data contained in the definition also include Contractor internal audits of any discipline, system, or task, which directly or indirectly supports the performance of this contract as well as data from any audit of subcontractor(s) performing this contract. These examples are illustrative and are not to be construed as a limitation on the definition of data.
- (b) The Contracting Officer or designee shall, through closeout, have access to and the right to examine any of the data produced or specifically used in the performance of this contract. The purpose of this access provision is to permit the Government to monitor the Contractor’s performance under this contract and to permit sampling of Contractor data to verify requirements compliance and continuous improvement without unduly increasing the number of data deliverables to this contract.
- (c) The Contractor shall make available at all reasonable times for Government inspection all existing Government data provided to the Contractor and any data first produced or used in the performance of this contract for examination through closeout. Moreover, information provided by the Contractor on this system shall contain all necessary technical and business application data to determine the degree to which contract requirements are met.
- (d) Except for software systems being provided as part of this contract, the Contractor shall maintain all data on a commercially available system for information management that is easily accessible by NASA. For the purposes of this clause, “commercially available system” is defined as a system comprised of a commercial off-the-shelf (COTS) database management system with its associated reporting/query tools, and a COTS text and graphics viewer software package. The Contractor must obtain the approval of the Contracting Officer prior to using any noncommercial system for information management of data generated under this contract. As part of this

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request, the Contractor must justify why no commercial system to manage information is adequate for this contract. If use of a noncommercial system is approved, then the Contractor shall demonstrate the system to the Government and provide thorough training to Government personnel to ensure they are able to access (i.e., read and copy) all data maintained on the system.

- (e) The Contractor shall provide the Government unimpeded access to all areas determined by Government representatives as necessary for surveillance, audit and independent evaluation purposes. In those instances that access is restricted due to hazards or other personnel access limitations, the Contractor shall accommodate Government personnel such that access is provided and operational safety is not compromised.
- (f) Notwithstanding the *Additional Data Requirements* clause, the Government shall have the right to reproduce any data found during the examination that it wishes to retain. The Government will reimburse reproduction costs only when it uses Contractor equipment for the reproduction. The Government shall retain no greater rights in the reproduced data than it would have under the *Rights in Data--General* clause.
- (g) The Contractor shall describe the areas of its internal systems where NASA access will be permitted, define access and interface requirements, and provide NASA the required training to be able to access and use these systems.
- (h) The Contractor shall flow this clause to all cost type subcontracts.

**(End of clause)**

**I.14 LIMITED RIGHTS DATA NOTICE (DEC 2007)**

(See Alternate II of the Rights in Data-General Clause (52.227-14 as modified at 1852.227-14)

- (a) These data are submitted with limited rights under Government Contract No. \_\_\_\_TBD\_\_ (and subcontract \_\_\_\_TBD\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

1. Use (except for manufacture) by support service Contractors.

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2. Evaluation by non-Government evaluators.
3. Use (except for manufacture) by other Contractors participating in the Government's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
4. Emergency repair or overhaul work.
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such Government.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

**(End of clause)**

**I.15 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

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

***Commercially available off-the-shelf (COTS) item***—(1) Means any item of supply that is—(i) A commercial item (as defined in paragraph (1) of the definition at 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo. ***Employee assigned to the contract*** means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee— (1) Normally performs support work, such as indirect or overhead functions; and (2) Does not perform any substantial duties applicable to the contract.

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**Subcontract** means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

**Subcontractor** means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

**United States**, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) **Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) **Enroll.** Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) **Verify all new employees.** Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) **Verify employees assigned to the contract.** For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) **All new employees.**

(A) **Enrolled 90 calendar days or more.** The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

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(B) ***Enrolled less than 90 calendar days.*** Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) ***Employees assigned to the contract.*** For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, **whichever date is later** (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) ***Option to verify employment eligibility of all employees.*** The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

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(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) **Web site.** Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) **Individuals previously verified.** The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)–12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) **Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) **Is for—**

(i) **Commercial or noncommercial services** (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

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**(ii) Construction;**

- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

**(End of clause)**

**[END OF SECTION]**