

SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B1. NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (Aug 2008)

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no designation. Those clauses were written specifically for this contract by LaRC or are generic Agency clauses specific for this contract type and no numbered cite exists.

The clauses that are incorporated by reference are incorporated with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

B2. SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work entitled _____, incorporated in Section J as Attachment 1.

(End of clause)

B3. 1852.216-81 Estimated Cost. (DEC 1988)

The total estimated cost for complete performance of this contract is \$_____.
See FAR clause 52.216-11, Cost Contract - No Fee, of this contract.

(End of clause)

B4. 1852.232-81 Contract Funding. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$_____. This allotment covers the following estimated period of performance:_____.

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

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C1. SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Section J, Attachment 1, Statement of Work entitled _____

(End of text)

SECTION D - PACKAGING AND MARKING

D1. 1852.211-70 Packaging, Handling, and Transportation. (SEP 2005)

SECTION E - INSPECTION AND ACCEPTANCE

E1. 52.246-8 Inspection of Research and Development - Cost-Reimbursement. (MAY 2001) - Alternate I (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F1. 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

F2. 52.247-34 F.o.b. Destination. (NOV 1991)

F3. PERIOD OF PERFORMANCE

The period of performance of this contract is _____ months from the effective date of the contract.

(End of clause)

F4. PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s):

(End of clause)

F5. DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

See Attachment 2 for Documentation and Deliverable Requirements. All deliverables shall be delivered F.O.B Destination as designated in Attachment 2.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G1. 1852.242-73 NASA Contractor Financial Management Reporting. (NOV 2004)

G2. 1852.245-70 Contractor Requests for Government-Provided Property.

(DEVIATION) (SEP 2007)

G3. 1852.216-87 Submission of Vouchers for Payment. (MAR 1998)

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

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

NASA Shared Services Center
Financial Mgmt Division - Accts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Fax 866-209-5415; NSSC-AccountsPayable@nasa.gov

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

approved for payment, subject to final audit.

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) One copy of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

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

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to: N/A. This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

(End of clause)

G4. 1852.227-72 Designation of New Technology Representative and Patent Representative. (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:

Title
[]
Office Code
[]
Address (including zip code)
[]
New Technology Representative
[]

(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.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H1. 1852.208-81 Restrictions on Printing and Duplicating. (NOV 2004)

H2. 1852.235-73 Final Scientific and Technical Reports. (DEC 2006) Alternate I (FEB 2003)

H3. 1852.244-70 Geographic Participation in the Aerospace Program. (APR 1985)

H4. 1852.223-72 Safety and Health (Short Form). (APR 2002)

H5. 1852.223-75 Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)

(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. Safety is essential to NASA and is a material part of this contract. 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. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H6. 1852.225-70 Export Licenses. (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 NASA, Langley Research Center, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

H7. 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.

(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.

Principal Investigator: _____

(End of clause)

H8. 1852.235-74 Additional Reports of Work -- Research and Development. (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) *Quarterly progress reports.* The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(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 30 days after the completion of the effort under the contract.

(End of clause)

H9. 1852.237-73 Release of Sensitive Information. (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.

(End of clause)

H.10 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 _____ are hereby incorporated by reference in this resulting contract.

(End of Clause)

SECTION I - CONTRACT CLAUSES

- 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. (OCT 2010)**
- 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. (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)**
- 52.204-7 Central Contractor Registration. (APR 2008)**
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**
- 52.215-2 Audit and Records - Negotiation. (Oct 2010) -- Alternate II (APR 1998)**
- 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- 52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 2010)**
- 52.215-12 Subcontractor Cost or Pricing Data. (OCT 2010)**
- 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)**
- 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)

52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

52.216-7 Allowable Cost and Payment. (DEC 2002) {Delete from paragraph (a) the words “Subpart 31.2” and substitute for them “Subpart 31.3”; subparagraph (a)(3) – fill-in: N/A}

52.216-11 Cost Contract - No Fee. (APR 1984) - Alternate I (APR 1984)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (JUL 2005)

52.219-8 Utilization of Small Business Concerns. (MAY 2004)

52.219-9 Small Business Subcontracting Plan. (OCT 2010)

52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

52.219-28 Post-Award Small Business Program Representation. (APR 2009)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-2 Payment for Overtime Premiums. (JUL 1990) {paragraph (a) fill-in: \$0.00}

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-37 Employment Reports on Veterans. (SEP 2010)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (JAN 2009)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

- 52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- 52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)**
- 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007) (as modified by NFS 1852.227-11)**
- 52.227-14 Rights in Data--General. (DEC 2007) -- Alternate IV (Dec 2007), (as modified by NFS 1852.227-14)**

“References to subparagraph 3 shall be changed to be subparagraph 4 of paragraph (d) of NFS 1852.227-14”

- 52.227-16 Additional Data Requirements. (JUN 1987)**
- 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

- 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)**
- 52.230-5 Cost Accounting Standards - Educational Institution. (OCT 2010)**
- 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)**
- 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- 52.232-22 Limitation of Funds. (APR 1984)**
- 52.232-23 Assignment of Claims. (JAN 1986)**
- 52.232-25 Prompt payment. (OCT 2008)**
- 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**
- 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)**

- 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)**
- 52.242-3 Penalties for Unallowable Costs. (MAY 2001)**
- 52.242-4 Certification of Final Indirect Costs. (JAN 1997)**
- 52.242-13 Bankruptcy. (JUL 1995)**
- 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)**
- 52.244-2 Subcontracts. (OCT 2010) {paragraph (d) fill-in: ___TBD_____ ;
paragraph (j) fill-in: ___TBD_____}**
- 52.244-5 Competition in Subcontracting. (DEC 1996)**
- 52.244-6 Subcontracts for Commercial Items. (OCT 2010)**
- 52.245-1 Government Property. (AUG 2010)—Alternate II (AUG 2010)**
- 52.245-9 Use and Charges. (AUG 2010)**
- 52.246-25 Limitation of Liability - Services. (FEB 1997)**
- 52.249-5 Termination for Convenience of the Government (Educational and Other
Nonprofit Institutions). (SEP 1996)**
- 52.253-1 Computer Generated Forms. (JAN 1991)**
- 1852.203-70 Display of Inspector General Hotline Posters. (JUN 2001)**
- 1852.204-76 Security Requirements for Unclassified Information Technology
Resources. (OCT 2009)**
- 1852.216-89 Assignment and Release Forms. (JUL 1997)**
- 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)**
- 1852.219-75 Small Business Subcontracting Reporting. (MAY 1999)**
- 1852.219-76 NASA 8 Percent Goal. (JUL 1997)**

1852.219-77 NASA Mentor-Protégé Program. (MAY 2009)

1852.235-70 Center for AeroSpace Information. (DEC 2006)

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;

(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)

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): 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>

(End of clause)

52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) 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.

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

(End of clause)

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 preaward and postaward 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, Cynthia C. Lee, direct inquiries to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2426; facsimile (757) 864-8541. 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. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

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

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

Attachment 1 – Statement of Work

Attachment 2 – Documentation/Deliverables

(End of Clause)