

**PART 1 – THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/
COSTS**

B.1. NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (MARCH 2012)

There are various types of clauses contained in this 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 numbered cite designation. Those clauses were written by LaRC for this specific contract or were written as generic Agency clauses specific to this contract type. **NOTE:** Clause Titles that contain a CLIN reference are only applicable to work performed under that CLIN.

(End of clause)

B.2. SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as expressly stated in this contract as being furnished by the Government) necessary to perform the requirements set forth in the requirements documents incorporated into Section C of this contract. The Contract Line Item Number (CLIN) structure, requirements summary, and contract type is as follows:

CLIN Descriptions		
CLIN	Description	Contract Type
1	<p>Phase A/B: CLIN 1 covers the requirements for both the Phase A, Concept Development, and Phase B, Preliminary Design Effort, for the Instrument. The Phase A and Phase B activities in the Formulation Phase focus on refining the Instrument concept and also on the successful completion of a Preliminary Design Review (PDR). Based on the content and results of the PDR, the Instrument Project will undergo a confirmation review by the appropriate NASA Directorate Program Management Council (DPMC) for final authorization to proceed with the subsequent development phases leading to delivery of the Instrument and an Instrument simulator. The Contractor's instrument design activities shall cover all instrument implementation activities, including those relevant to Instrument and Host interface definition, integration, test, characterization, calibration, verification, and qualification of the instrument. The Contractor's design activities shall include all necessary and required activities to result in the execution of a successful Systems Requirement Review (SRR)/Mission Definition Review (MDR) in Phase A and a successful PDR in Phase B, including support for the Key Decision Point KDP-C reviews.</p>	<p>Cost - Reimbursement (no fee)</p>

2	<p>Phase C: CLIN 2 covers the work the Contractor shall perform for the NASA Life Cycle Implementation Phase. The Implementation Phase focuses on the detailed design and development Phase (Phase C); the Instrument critical design, engineering analyses, development, fabrication, assembly, integration, test characterization, calibration, verification, and delivery of the fully qualified flight instrument and instrument simulator to a NASA-selected host or to storage. These design activities include all pertinent Phase C activities, including execution of a successful Instrument level Critical Design Review (CDR), Systems Integration Review(s), Test Readiness Review(s) (TRR), and Systems Acceptance Review / Pre-Ship Review (SAR/PSR).</p>	Cost - Reimbursement (no fee)
3	<p>Phase D, E & F: CLIN 3 covers the work the Contractor shall perform for the NASA Life Cycle Integration and Science Operations Phase. This Phase focuses on integration to a host spacecraft and launch (Phase D); the science operations following Instrument commissioning (Phase E); and project closure and data archiving (Phase F). These activities include all pertinent Phase D, E, and F activities, including execution of a successful Operations Readiness Review (ORR), Safety and Mission Success Review (SMSR), Post Launch Assessment Review (PLAR) Instrument On-Orbit operations and support for the KDP-E and KDP-F reviews.</p>	Cost - Reimbursement (no fee)
4	<p>Indefinite Delivery/Indefinite Quantity (IDIQ): CLIN 4 covers necessary support to NASA for the establishment and management of the Host effort and Investigation costs during any potential gap between completion of the Instrument and start of integration to the host spacecraft, integration and test of the Instrument with the Host spacecraft, sustaining engineering support, special studies, significant instrument modifications necessary for spacecraft accommodation, and Instrument storage costs. IDIQ tasks are funded outside of the PI managed Instrument cost cap. Contractor shall provide services as identified in Exhibit A, Statement of Work, Section 13, and pursuant to Section H.3, Task Ordering Procedure (NFS 1852.216-80).</p>	Cost - Reimbursement (no fee)

(End of clause)

B.3. 1852.216-81 ESTIMATED COST (DEC 1988)

The total estimated cost, including the CLIN 4 ceiling value, for complete performance of this contract is below. See FAR clause 52.216-11, Cost Contract—No Fee (APR 1984), of this contract.

CLIN	Estimated Cost
1 -- Phase A/B	\$TBD
2 -- Phase C	\$TBD
3 -- Phase D/E/F	\$TBD
4 -- IDIQ	\$TBD
Total Estimated Cost	\$TBD

(End of clause)

B.4. 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 shown in the below table. This allotment is for CLINs 1, 2, and 3 and covers the following estimated period of performance: Contract effective date through: TBD

CLIN	Amount	Estimated Date
1	\$TBD	TBD
2	TBD	TBD
3	TBD	TBD
TOTAL	\$TBD	

- (b) An additional amount of **\$0** is obligated under this contract for payment of fee.
- (c) Funding for CLIN 4 will be obligated to individual task orders.

(End of clause)

B.5. MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (LaRC 52.216-90) (MARCH 2012) - CLIN 4

The Government will order through the issuance of task orders a minimum quantity of work of **\$0** under this contract. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum contract value of CLIN 4 is **\$TBD** for the total potential period of performance.

(End of clause)

(End of Section)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1. REQUIREMENTS DOCUMENTS-- SECTION C**

The Contractor shall provide all resources (except as expressly stated in the contract as being furnished by the Government) necessary to meet all contract requirements as set forth in the following Exhibits, which are included in Section J:

	TITLE OF DOCUMENT
Exhibit A	Statement of Work for the (Project Name), Version XXX
Exhibit B	Data Requirements List (DRL) / Data Requirements Document (DRD) for the (Project Name), Version XXX
Exhibit C	Mission Assurance Requirements (MAR) for the (Project Name), Version XXX
Exhibit D	Program Level Requirements Appendix (PLRA) for the (Project Name), Version XXX

(End of clause)

(End of Section)

SECTION D - PACKAGING AND MARKING**D.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION D**

CLAUSE NUMBER	CLAUSE TITLE (DATE)
1852.211-70	PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
1852.245-74	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) <i>Paragraph (e) fill-in: NASA Langley Research Center, 4 South Marvin Street (Bldg. 1206), Hampton, VA 23681-2199</i>

(End of clause)

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE**E.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT (MAY 2001) - ALTERNATE I (APR 1984)

(End of clause)

(End of Section)

SECTION F - DELIVERIES AND PERFORMANCE

F.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION F

CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

(End of clause)

F.2. PERIOD OF PERFORMANCE

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

- CLIN 1 period of performance is from the contract effective date through **TBD**.
- CLIN 2 period of performance is from **TBD** through TBD (Performance shall not begin until the Contractor is formally notified in writing by the Contracting Officer that the instrument has been confirmed at KDP-C [reference clause H.12, Effect of Key Decision Point C (KDP-C)]).
- CLIN 3 period of performance is from **TBD** through **TBD**.
- CLIN 4 period of performance is from the contract effective date through **TBD** in IDIQ task orders.

(End of clause)

F.3. DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of all items/reviews required by the requirements documents incorporated in Section C of this contract. The following represents the major reviews and the approximate schedule for their occurrence.

Activity	Estimated Schedule
System Requirements Review (SRR) / Mission Definition Review (MDR) Package	TBD
Preliminary Design Review (PDR)	TBD
KDP-C	TBD
Critical Design Review (CDR)	TBD
System Integration Review (SIR) / Pre-Environmental Review (PER) Package	TBD
Systems Acceptance Review (SAR) / Pre-Ship Review (PSR)	TBD
Operational Readiness Review (ORR)	TBD
Launch Readiness Date	TBD
KDP-E	TBD
Prime Operations Begin (Phase E)	TBD
Prime Operations End/Phase F Begin	TBD
Phase F End	TBD

*The TBD dates will be updated once the launch service (host) provider is confirmed in writing and the launch schedule is finalized in writing.

(End of clause)

(End of Section)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY (AUG 2015)
1852.245-75	PROPERTY MANAGEMENT CHANGES (JAN 2011)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)

(End of clause)

G.2. 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)

- (a) For purposes of administration of the clause of this contract entitled “New Technology— Other than a Small Business Firm or Nonprofit Organization” or “Patent Rights—Ownership by the Contractor,” whichever is included, the installation New Technology and Patent Representatives identified at http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html are hereby designated by the Contracting Officer to administer such clause for the appropriate installation:

Title	Address
New Technology Representative	NASA Langley Research Center Kimberly Middleton M/S 151 Hampton, VA 23681-2199 Email: Kimberly.J.Middleton@nasa.gov Direct all correspondence and reports to: NASA Langley Research Center New Technology Administrator Sevet Bassett M/S 151 Hampton, VA 23681-2199 e-mail: sevet.r.bassett@nasa.gov
Patent Representative	Office of Chief Counsel 5 Langley Boulevard, Mail Stop 30 NASA Langley Research Center Hampton, VA 23681-2199

- (b) Disclosures of reportable items and of subject inventions, interim new technology summary reports, final new technology summary reports, utilization reports, and other reports required by the applicable “New Technology—Other than a Small Business Firm or Nonprofit Organization.” or “Patent Rights—Ownership by the Contractor” clause, as well as any correspondence with respect to such matters, shall be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters shall be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a “New Technology—Other than a Small Business Firm or Nonprofit Organization” clause or “Patent Rights—Ownership by the Contractor” clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in 1827.305-270 of the NASA FAR Supplement.

(End of clause)

G.3. 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)

- (a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.
- (b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- (c) Payment requests.
- (1) The payment periods are stipulated in the payment clause(s) contained in this contract.
 - (2) Vouchers submitted under cost-type contracts and invoices submitted under fixedprice contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:
 - (i) *Vouchers.*
 - (A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.
 - (B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.
 - (C) Indirect rate(s) used to calculate the amount of billed indirect expenses.
 - (D) Progress reports, as required.
 - (ii) *Invoices.*
 - (A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.
 - (B) Progress reports, as required.
 - (C) Date goods and services were performed.
 - (iii) *Fee Vouchers.*

- (A) Listing of all provisionally-billed fee by period or date earned since contract award.
 - (B) A reconciliation of all billed and earned fee. (C) A clear explanation of the fee calculations.
- (d) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at NSSC's Vendor Payment information through any of the means described at <https://www.nssc.nasa.gov/vendorpayment>, when any of the following conditions are met:
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.
 - (2) The contract includes provision allowing the contractor to submit vouchers using for non-electronic payment requests. In such instances, the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.
- (f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G4. 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)

- (a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
- (b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.
- (2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
- (3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following

address: NASA Langley Research Center, Industrial Property Officer, 9B Langley Boulevard, Mail Stop 135, Hampton, VA 23681-2199 and NASA Langley Research Center, Financial Management Office, Property Management, 5 Langley Boulevard, Mail Stop 22, Hampton, VA 23681-2199, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

- (c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st.
- (2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.
- (3) In addition to an annual report, if at any time during performance of the contract, NASA owned property in the custody of the Contractor has a value of \$10 million or more, the Contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause.
- (4) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
- (d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.5. 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below and/or in Exhibit XXX of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at applicable sites (s), on task order basis and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.
TBD	TBD	TBD	TBD	TBD	TBD	TBD

(End of clause)

G.6. LARC 52.242-70 TECHNICAL DIRECTION (JUL 2015)

- (1) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Representative (COR), who shall be specifically appointed by the Contracting Officer in writing. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (2) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the Changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (3) All technical direction shall be issued in writing by the COR.
- (4) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority.

If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (5) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (6) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of clause)

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION H

CLAUSE NUMBER	CLAUSE TITLE (DATE)
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-72	SAFETY AND HEALTH (SHORT FORM) (JUL 2015)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) - ALTERNATE I (FEB 2006)
1852.225-70	EXPORT LICENSES (FEB 2000) – ALTERNATE I (FEB 2000) <i>Paragraph (b) fill-in: Any NASA installation</i>
1852.228-78	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)
1852.235-73	FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) - ALTERNATE I (FEB 2003)
1852.242-72	DENIED ACCESS TO NASA FACILITIES (OCT 2015)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

(End of clause)

H.2. 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.

Title	Name	Affiliation
Program Manager	TBD	TBD
Principle Investigator	TBD	TBD
TBD	TBD	TBD

(End of clause)

H.3. TASK ORDERING PROCEDURE (1852.216-80) (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.
 - (4) Notification if AS9100 Higher-Level Quality Management System Certification/Registration is required for task award, and other task order requirements and deliverables necessary to implement AS9100.

- (c) Within seven (7) calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan which shall include, but not be limited to, technical approach to completing the work including a staffing plan, proposed subcontracts and materials, proposed cost and fee estimate, rationale to support pricing for subcontracts, travel, and other direct costs, and any other information pertinent to the completion of the task order. The Contractor shall use the fully burdened" fixed hourly rates set forth in Section J, Exhibit C, Schedule of Rates, for establishing the estimated cost. On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate.
- (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) Additional Higher-Level Quality Management System requirements, and associated requirements necessary to implement those standards.
 - (5) Performance standards, and where appropriate, quality assurance standards.
 - (6) Maximum dollar amount authorized (cost and fee or price).
 - (7) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (8) Delivery/performance schedule including start and end dates.
 - (9) Funding.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (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.

(End of clause)

H.4. 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: The Contractor shall submit each deliverable as specified in Exhibit A, SOW; Exhibit B, DRL/DRD; and Exhibit C, MAR.

(End of clause)

H.5. 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) –SUPPLEMENTED BY LARC 52.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (APR 2017)

- (a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.
- (b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.
- (c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.
- (d) Contractor employees shall comply with the following while on any foreign travel:

- (1) NASA Policy Directive (NPD) 2810.1, NASA information Security Policy, and NASA Interim Directive (NID) 2810-107a, Use of NASA Information and Information Systems while Outside of the U.S. and Territories, with regard to use of NASA data, Governmentprovided Information Technology (IT) equipment, and/or access to NASA IT systems while on travel outside of the United States (U.S.). Under no circumstances shall NASA issued IT devices, NASA IT Systems, or nonpublic NASA information be taken (or accessed from) outside of the U.S. or its territories without prior written authorization from the Center Chief Information Officer via a Request for Foreign Travel Authorization at this site: <https://itib.ndc.nasa.gov/intranet/forms/viewform.cfm?formid=8>.

This policy applies to all NASA personnel (i.e., all persons who have an active identity in NASA's Identity Management and Account Exchange (IdMAX) system) and who are travelling outside of the U.S. and territories while performing any of the following: carrying or using NASA IT resources; carrying NASA Sensitive But Unclassified (SBU) information; using a NASA IT account; accessing NASA IT resources located in the U.S. or its territories; or visits to U.S. facilities that are under the control of non-U.S. entities. Users shall report any loss, damage, or tampering of NASA IT assets or any IT assets containing NASA information immediately to the NASA Security Operations Center (SOC) (soc@nasa.gov, 877-627-2732).

- (2) All U.S. export control laws and regulations, including the International Traffic in Arms Regulations, 22 Code of Federal Regulations (CFR) Parts 120 through 130, and the Export Administration Regulations, 15 CFR Parts 730 through 799, in accordance NFS clause 1852.225-70, EXPORT LICENSES.
- (e) (1) If the Contractor travel is to a "Designated Country" included on the listing of current designated countries at <http://oiir.hq.nasa.gov/nasaecp/index.html>, and/or Russia, in accordance with NASA Procedural Requirements 1660.1 entitled, NASA Counter Intelligence and Counter Terrorism, contractor employees are required to receive foreign travel briefings prior to official travel and a debriefing once travel is completed. These briefings include information on the threat from foreign intelligence services, the need to protect NASA classified and sensitive information, elicitation techniques and methods, the

impact to NASA when classified and/or sensitive information is lost or stolen and any current State Department advisories or warnings regarding the country(ies) to be visited.

(2) Contractor employees traveling to any designated countries, and/or Russia, on official NASA business shall contact the cognizant NASA Counter Intelligence and Counter Terrorism (CI/CT) office at least two weeks prior to traveling to schedule a personalized foreign travel briefing. Contractor employees shall also schedule a debriefing within one week of returning from travel. The cognizant NASA CI/CT Office can be reached at **757864-3403 or 757-864-5233**. Briefings and debriefings may be done in person or by phone as necessary and no paperwork is required. In addition, if a contractor employee is traveling to a non-designated country on official NASA business, the contractor employee may contact the cognizant NASA CI/CT Office in order to arrange a telephonic or e-mail briefing. For non-official foreign travel, contractor employees are also highly encouraged to contact the cognizant NASA CI/CT Office to arrange a telephonic or email briefing.

(End of clause)

H.6. LARC 52.204-91 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (MAY 2019)

(a) Applicable Definitions:

Foreign National: Any person who is not a U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C. 1101(a)(20) and 8 U.S.C. 1324b(a)(3). This also means any foreign corporation, business association, partnership, trust, or society, as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): Any foreign person legally permitted to reside and work within the U.S., to include protected individuals. LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled items and information, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

Visit: A visit is any means by which, and any duration for which, access is obtained to nonpublic NASA assets.

NASA Asset: A system, item, person or any combination thereof, that has importance or value to the NASA mission. People, data, technology, buildings, property, vehicles, blueprints, contracts, records, and funds are examples of what may constitute a NASA asset.

Access: Access, with regard to NASA assets, is the explicit granting of permission to enter and/or use NASA facilities, interact with NASA personnel, and/ or use NASA information and related information processing services.

Physical Access: Physical access is the ability to touch, or walk into or up to, a NASA Asset. Physical access is controlled through the use of door locks, card readers, gates, fences, officers, walls. The purpose of these controls is to limit access to those persons who have been granted permission to access controlled assets.

Logical Access: Logical access, commonly referred to as IT access, is the ability to interact with electronic data, applications, or systems.

(b) Requirements for Physical and Logical Access for Foreign Nationals who are not LPRs:

- (1) Physical and logical access to the NASA Langley Research Center by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, Chapter 4, "Identity and Credential Management" and the NASA Foreign National Access Management Operations Manual (May 2016), which can be found at https://www.hq.nasa.gov/office/ops/nasaonly/internal/FNAM/docs/FNAM_OperationsManual_TAGGED.pdf.
- (2) Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Information on Designated Countries is available at: https://oiir.hq.nasa.gov/nasaecp/docs/DCList_10-24-2018.pdf.
- (3) Foreign nationals who are not LPRs shall be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved in writing by the Center Chief of Security. In exceptional cases as required by NASA Mission requirements, a waiver to the escort requirement may be granted by the Center Chief of Security.
- (4) Non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at: <https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>.

(c) Requirements for Physical and Logical Access for LPRs:

- (1) Visit requests shall be submitted directly to the Badge and Pass Office using an LF-103, NASA Langley Research Center Security Services Branch (SSB) U.S. Citizen Visitor Badge Request Form. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs shall be sponsored by the employing contractor. All LPRs must confirm their status by providing their ORIGINAL State Department Documentation (Green Card). (*Copies, facsimiles, or photographs of the State Department Documentation will NOT be accepted*).
- (2) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- (3) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.

- (4) The Contractor is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
 - (5) LPRs on a work related, "need-to-know" basis are allowed access to export-controlled commodities. It is incumbent on the Government Branch Head or Program Manager to determine who should have access to export controlled information. The Security Services Branch, the Office of Chief Counsel, and the Center Export Administrator are available for guidance to the Government Branch Head or Program Manager.
 - (6) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not to be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
 - (7) LPRs and Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at:
<https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>.
- (d) Violation of security policies by personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor and possible criminal prosecution for violation of export control laws and laws regarding access to Government facilities.

(End of clause)

H.7. LARC 52.204-92 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (MAY 2019)

- (a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at:
<http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov.
- (b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center.
- (c) The following alternate forms of identification are accepted for NASA LaRC access:
 - (1) Federal employee badges,
 - (2) Passports,
 - (3) Military identification cards,
 - (4) Enhanced Driver's Licenses,
 - (5) U.S. Coast Guard Merchant Mariner Card,
 - (6) Native American tribal document,
 - (7) School identification accompanied by an item from List C.

- (d) Visitors without acceptable identity documents require specific authorization from the Center Chief of Security and escort by permanently badged NASA employees or permanently badged contractor employees at all times while present on the NASA Langley Research Center.

(End of clause)

H.8. LARC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (JAN 2013)

- (a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.
- (b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA Office of Security Services. Immediately upon employee termination or contract completion, the Contractor shall return NASA identification badges and facility keys to the NASA LaRC Badge and Pass Office. All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of clause)

H.9. CONTRACT RESERVE

- (a) The following definitions apply to this clause:

- (1) "Reserve" - Resource not allocated to any specific task but held by the project for unexpected needs.
- (2) "Unencumbered reserve" - Reserves that are free of liens identified by proposers and are held for risks that may be realized during project execution.

The unencumbered cost reserves on the PI-Managed Mission Cost are measured as a percentage against the cost to complete through Phases A/B/C/D. The numerator is the amount of unencumbered cost reserves for Phases A/B/C/D, not including funded schedule reserve. The denominator is the PI-Managed Mission Cost to complete Phases A/B/C/D, including the cost of technical design margin, funded schedule reserve, and encumbered cost reserve, but not including unencumbered cost reserve.

- (b) The Earth Venture Instrument -XX (EVI-XX) Announcement of Opportunity (AO) TBD required Offerors to include cost reserves, adequate for full mission development and operations. Specifically, Requirement XXX in Section XXX of the EVIXXX AO stipulated a minimum unencumbered cost reserves percentage of 25% for Phases A/B/C/D. A minimum unencumbered cost reserves were not specified for Phases E and F, but the Offeror was required to identify and justify the adequacy of the proposed

unencumbered cost reserves for these phases of the investigation (see Section XXX of the AO).

- (c) The Contractor shall maintain a minimum of 25% (based on the un-incurred contract value through Phases A/B/C/D) unencumbered cost reserves for Phases A/B/C/D; as well as adequate unencumbered reserves for Phases E and F of not less than 10%.
- (d) The Contractor shall manage the distribution and release of the reserves throughout contract performance. The Contractor shall not distribute reserve allocations for 'profit or fee' for any subcontracted effort, unless it is for a 'change,' pursuant to FAR 52.243-2. The Contractor shall coordinate (and provide a written liens list that includes incorporated liens, threats, and unencumbered reserves) with the Contracting Officer prior to the allocation of any reserve amounts to contract costs.
- (e) The contract value includes all unencumbered cost reserves, allocated across CLINs 1 and 2. Upon the Contractor's written request, and following the conclusion of all CLIN 1 work, NASA will consider reallocating any uncosted residual value, should any exist, to CLIN 2.
- (f) The Contractor shall report the status of reserve usage to the Government on a monthly basis in the Monthly Project Status Report. Upon Government request, the Contractor shall discuss and support any specific lien, including the delivery of supplemental documentation, as may be required.

(End of clause)

H.10. TITLE TO PROPERTY UNDER FAR 52.245-1 ALTERNATE II – NO TITLE RETAINED (MAY 2017)

- (a) In furtherance of Title 31 United States Code section 6306 and as provided in FAR 52.2451(e)(3), Alternate II, the requirements for title to property purchased by the Contractor with funds obligated under this contract are as follows:
 - (1) Title to property purchased by the Contractor with funds obligated under this contract, not otherwise required to be delivered to the U.S. Government, and having a unit acquisition cost of less than \$5,000 shall vest in the Contractor upon acquisition. This clause provides the Contracting Officer's approval before each acquisition as required in FAR 52.245-1(e)(3), Alternate II.
 - (2) Title to property purchased by the Contractor with funds obligated under this contract, not otherwise required to be delivered to the U.S. Government, and having a unit acquisition cost of \$5,000 or more, shall vest in the Contractor upon acquisition.
 - (3) Within 30 calendar days after completion of this contract the Contractor shall submit to the Contracting Officer a complete list of all equipment with a unit acquisition cost of \$5,000 or more acquired under the contract during the entire contract period. This list and the list of property required in FAR 52.245-1(e)(3), Alternate II, shall include a description, manufacturer and model number, date acquired, cost, and condition information.
 - (4) Title to the property specified in paragraph (a)(2) of this clause vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (a)(2) of this clause to the Government or to a third party within 12 months

after completion of the contract. Such transfer shall not be the basis for any claim by the Contractor.

- (b) Subject to the rights under paragraph (a)(4), the Government is not taking title upon acquisition to any property purchased by the Contractor with funds obligated under this contract; therefore, such property does not become "Government property" as defined in FAR 52.245-1.

(End of clause)

H.11. SOFTWARE MANAGEMENT PLAN, SOFTWARE CLASS ____ (A, B, C, D, E) (LaRC 52.246.108) (DEC 2019)

- (a) The Contractor shall comply with DRD SW-01 in Exhibit B Compliance Matrix of this contract which contains specific compliance requirements of LPR 7150.2, LaRC Software Engineering Requirements or its parent requirements NPR 7150.2 NASA Software Engineering Requirements.
- (b) The Contractor shall submit the Software Management Plan (SMP) to the Contracting Officer for review and approval within thirty calendar days prior to SRR/MDR.
- (c) The Contractor shall submit the supporting documents to the Contracting Officer for review and approval in accordance with the schedule in the approved SMP.
- (d) The Contractor shall comply with the Government approved SMP and track status relative to the plan. The Contractor shall submit any proposed changes/updates to the SMP to the Contracting Officer for review and approval.
- (e) The SMP and supporting documents shall cover all software developed and modified under this contract. The SMP is a living document. Therefore, some of the plan's required content may not be known at the time of its initial development, execution and approval. Upon identifying these unknown items, the Contractor shall assign and track expected closure dates for each item. The Contractor shall review the SMP for status and updates at each Technical Meeting as required by the contract.
- (f) For Classes A through D: If the software is safety-critical, the Contractor shall also apply NASA-STD-8719.13, NASA Software Safety Standard.

(End of clause)

H.12. EFFECT OF KEY DECISION POINT C (KDP-C)

- (a) A Key Decision Point (KDP) is an event at which the NASA Decision Authority determines the readiness of a program/project to progress to the next phase of the life cycle (or to the next KDP).
- (b) KDP-C (also known as "Confirmation") occurs after the Preliminary Design Review (PDR) to:
 - (1) Evaluate the completeness/consistency of the planning, technical, cost, and schedule baselines developed during Formulation (Phases A and B);
 - (2) Assess compliance of the preliminary design with applicable requirements; and
 - (3) Determine if the project is sufficiently mature to begin Phase C.

- (c) The Contractor shall not proceed into Phase C (CLIN 2) until the Contractor is formally notified in writing by the Contracting Officer that the project has been confirmed at KDP-C.
- (d) If the project is not confirmed at KDP-C:
 - (1) The Contractor shall perform any work nor incur any costs under Phases C, D, E, or F; the contract will end at the conclusion of Phases A/B (CLIN 1).
 - (2) The Contractor may be directed by the Contracting Officer to complete any ongoing or other work under CLIN 1; the Contractor shall perform all such work following formal written direction by the Contracting Officer.
- (e) The Contractor shall flow this clause, in its entirety, to all subcontractors.

(End of clause)

H.13. AS9100 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (COMPLIANT AT AWARD) (LaRC 52.246-101) (MARCH 2012)

- a) The Contractor's quality system shall be compliant with the requirements of the current SAE AS9100 standard, Quality Management Systems Requirements.
- b) The Contractor's quality system shall remain in compliance with the AS9100 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.
- c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited Aerospace Standard

(End of clause)

H.14. HOST ACTIVITY DELIVERABLES

Certain deliverables required under this contract (e.g., DRL/DRD SE-08, Interface Control Documents) will be utilized to support the Government-provided host activity. A full list of these documents is included Section J of this contract. The Contractor shall deliver these documents in a form that can be released publicly (e.g., in a solicitation) and without any restrictive or limiting markings. If the Contractor delivers document(s) with restrictive or limiting marking(s), upon the Government's request, the Contractor shall promptly deliver a separate redacted document that is suitable for public release without any restrictive or limiting markings. Furthermore, the Government reserves the right to challenge the propriety of any restrictive or limited markings that the Contractor includes in such deliverable(s) under this Contract in accordance with the procedures described in FAR clause 52.227-14(e), Rights in Data – General, Unauthorized marking of data.

(End of clause)

(End of Section)

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

CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015) <i>Paragraph (b)(3) Fill In: https://oig.nasa.gov/hotline.html</i>
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS-NEGOTIATION (OCT 2010) – ALTERNATE II (AUG 2016)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) – ALTERNATE I (OCT 1997)
52.215-15	PENSION ADJUSTMENT AND ASSET REVERSIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (JUN 2020)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) - ALTERNATE II (AUG 2012) <i>Paragraph (a)(3) fill-in: 30th</i>
52.216-11	COST CONTRACT – NO FEE (APR 1984) – ALTERNATE I (APR 1984)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
52.219-28	POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (NOV 2020)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) <i>Paragraph (a) fill-in: \$0</i>
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-1	BUY AMERICAN —SUPPLIES (JAN 2021)
52.225-8	DUTY-FREE ENTRY (OCT 2010)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) – ALTERNATE I (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (MAY 2014) - AS MODIFIED BY NFS 1852.227-11 (APR 2015)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.230-5	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION (JUN 2020)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)

52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (APR 2021)
52.233-1	DISPUTES (MAY 2014) – 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 2014)
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)
52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (JAN 2017) <i>Paragraph (b) fill-in: 7</i> <i>Paragraph (d) fill-in: 14</i>
52.244-2	SUBCONTRACTS (JUN 2020)- <i>Alternate I (JUN 2020)</i> <i>Paragraph (d) fill-in: Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause. The Contractor shall provide the required notification and information to the Contracting Officer a minimum of 30 calendar days prior to the planned subcontract award date.</i> <i>Paragraph (j) fill-in:TBD</i>
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2021)
52.245-1	GOVERNMENT PROPERTY (JAN 2017) – ALTERNATE II (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-24	LIMITATION OF LIABILITY—HIGH-VALUE ITEMS (FEB 1997)
52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (AUG 2016)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
1852.203-71	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)
1852.215-84	OMBUDSMAN (NOV 2011)
1852.216-89	ASSIGNMENT AND RELEASE FORMS (AUG 2016)
1852.228-82	INSURANCE — TOTAL IMMUNITY FROM TORT LIABILITY (SEP 2000)
1852.235-70	CENTER FOR AEROSPACE INFORMATION (DEC 2006)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)

1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.2. 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.3. 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract effective date through end of contract period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4. 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$TBD;
 - (2) Any order for a combination of items in excess of \$TBD or
 - (3) A series of orders from the same ordering office within 14 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs(b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5. 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of clause)

I.6. 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014) – ALTERNATE II (DEC 2007) AND ALTERNATE IV (DEC 2007) - AS MODIFIED BY NFS 1852.227-14 (APR 2015)

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

“Computer database” or “database means” a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) Means

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

- (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
 - (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to—
 - (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
 - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

- (1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government. The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

- (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
 - (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
 - (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - (2) As expressly set forth in this contract; or
 - (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
 - (4)
 - (i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.
 - (ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.
 - (iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in

paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

- (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
 - (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
 - (3) If data has been marked with an incorrect notice, the Contracting Officer may—
 - (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software.
- (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—
 - (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
 - (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
 - (3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

- (a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, 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, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:
 - (i) Use (except for manufacture) by support service contractors.
 - (ii) Evaluation by nongovernment evaluators.

- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

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

(End of notice)

- (h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.7. 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages TBD, 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 TBD, upon which this contract is based.

(End of clause)

I.8. 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):

For Federal Acquisition Regulation (FAR) provisions, see
<https://www.acquisition.gov/?q=browsefar>

For NASA FAR Supplement (NFS) provisions, see
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.9. 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)

I.10. 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (FEB 2012)

- (a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.11. 1852.231-70 PRECONTRACT COSTS (JUN 1995)

The contractor shall be entitled to reimbursement for costs incurred on or after TBD in an amount not to exceed **TBD** that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(End of clause)

I.12. 1852.234-2 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION) (NOV 2015)

- (a) In the performance of this contract, the Contractor shall use--
- (1) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) – 748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and

- (2) Earned Value Management (EVM) procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the data requirements descriptions in the contract.
- (b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing EVMS that is compliant with the guidelines in the ANSI/EIA-748 Standard (current version at the time of award), the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contractor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.
- (c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options, or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. See the NASA IBR Handbook (<http://evm.nasa.gov/handbooks.html>) for guidance.
- (d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.
- (e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor's EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—
- (1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;
 - (2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and
 - (3) Implementation of any corrective actions identified during the surveillance process.
- (f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

- (1) For subcontracts with an estimated dollar value of \$100 million or more, the following subcontractors shall comply with the requirements of this clause.

N/A

- (2) For subcontracts with an estimated dollar value of less than \$100 million, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

TBD

- (g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.

(End of clause)

I.13. 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D) (JAN 2020)

- (a) Definitions, as used in this clause.

“Acquire” means to procure with appropriated funds by and for the use of NASA through purchase or lease.

[“Covered foreign country” means the People’s Republic of China.

“Covered telecommunications equipment or services” means-

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.]

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high- impact or moderate- impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract:

- (1) A brief description of the item(s).
- (2) The vendor/manufacturer’s company name and address.
- (3) If known, the vendor/]manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

I.14. ADDITIONAL DATA RIGHTS

- (a) All data delivered under this contract shall be delivered with unlimited rights as defined in FAR clause 52.227-14, Rights in Data – General, as modified by NFS 1852.227-14 and this clause, unless otherwise specified in this clause.
- (b) Pursuant to FAR clause 52.227-14, Rights in Data – General (Alternate II), paragraph (g)(3), the following data shall be delivered with limited rights:

Item Use	Technical Data to be Furnished with Restrictions	Corresponding Item, Component, or Process	Basis for Assertion	Entity Asserting Rights
TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD

(End of clause)

I.15. 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 21-03)

- (a) *Definition.* As used in this clause – *United States or its outlying areas* means—
- (1) The fifty States;
 - (2) The District of Columbia;
 - (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
 - (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
 - (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
- (b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
- (c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or its outlying areas.

(End of clause)

(End of Section)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J.1. LIST OF EXHIBITS AND ATTACHMENTS**

The following documents are attached hereto and incorporated into this contract:

	TITLE OF DOCUMENT
Exhibit A	Statement of Work for the (Project Name), Version XXX
Exhibit B	Data Requirements List (DRL) / Data Requirements Document (DRD) for the (Project Name), Version XXX
Exhibit C	Mission Assurance Requirements (MAR) for the (Project Name), Version XXX
Exhibit D	Program Level Requirements Appendix (PLRA) for the (Project Name), Version XXX
Exhibit E	IT Security Management Plan, Version XX ¹
Exhibit F	Organization Conflicts of Interest (OCI) Plan, Version XX ²
Exhibit XXX	List of Government Furnished Equipment, Version 1.0

(End of clause)

(End of Section)

¹ To be provided within 30 days from Award

² To be provided within 30 days from Award