SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING: n/a

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	80GRC026R0008	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	06/26/2026	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO *(If other than item 7)*
NASA Glenn Research Center 21000 Brookpark Road Cleveland OH 44135		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. EMAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	
	Linda Nabors	216	433	2407	linda.m.nabors@nasa.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause Number 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a) ☐ 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-78 FIRM FIXED PRICE. (DEC 1988)
The total firm fixed price of this contract is $[TBD].

(End of clause)

CONTRACT LINE-ITEM NUMBER (CLIN) STRUCTURE
Offeror to provide list of items and/or services to be delivered to the Government. The tasks included in SOW should be linked to the CLIN(s) /SLIN(s) Offeror proposes.

CLIN	Associated Task(s)	Price
CLIN 01	[OFI]	[OFI]
CLIN 02	[OFI]	[OFI]
CLIN 03	[OFI]	[OFI]
Total	**[OFI]**	**[OFI]**

(End of clause)

SUPPLIES AND/OR SERVICES TO BE PROVIDED
The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work found in Section C.

(End of clause)

(End of Section B)

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SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

STATEMENT OF WORK (SOW)

[Offeror SOW to be inserted]

(End of SOW)

GRC 52.255-90 TECHNICAL DIRECTION. (APR 2016)

(a) Performance of the work under this contract is subject to the technical direction of the Contracting Officer (CO) or the designated Contracting Officer's Representative (COR).

(b) "Technical direction" means a directive to the Contractor that provides clarification of the contract's general description of the scope of work, to include approaches, solutions, designs, refinements or shifts within tasks, or inquiries related to the general tasks and requirements in the statement of work or specifications.

(c) Technical Direction does not include any instruction that—

(1) Constitutes an assignment of additional work outside the statement of work (i.e. "new work";

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total price, any milestone price, or the time required for performance or delivery;

(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.

(6) Changes any performance-based requirement.

(d) All technical direction will be issued in writing by the CO or the designated COR.

(e) The Contractor shall proceed promptly with the performance of technical direction issued by the CO or COR, unless, in the Contractor's opinion, any instruction or direction falls within any of the categories defined in paragraph (c) of this clause. In the latter event, the Contractor shall not proceed but shall within 5 working days notify the CO in writing of the basis for its opinion. Within 30 calendar days of receiving this notification, the CO will either amend the technical direction, request a proposal for an amendment to the contract or Task Order, advise the Contractor in writing that the technical direction is considered to be within the limits of this

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clause and that the Contractor should proceed promptly with its performance, or rescind the technical direction in its entirety.

(f) A failure of the Contractor and CO 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.

(g) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the designated COR shall be at the Contractor's risk.

Emergency Preparedness and Response (November 2015)

(a) The Contractor's obligation may include resolution of unusual or emergency situations. The Contractor may be required to assist NASA, within the general scope of work, in preparation for, or in response to emergencies.

(b) Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met.

(c) If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

(End of clause)

(End of Section C)

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SECTION D – PACKAGING AND MARKETING

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (DEC 2025) (DEVIATION)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

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(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

National Aeronautics and Space Administration
John H. Glenn Research Center
Shipping/ Receiving SARF Building
21000 Brookpark Road
Cleveland, OH 44135
Email: grc-contracts@mail.nasa.gov

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of Clause)

(End of Section D)

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SECTION E – INSPECTION AND ACCEPTANCE

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled-in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.246-7 INSPECTION OF RESEARCH AND DEVELOPMENT-FIXED-PRICE (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

(End of FAR by reference clauses)

GRC 52.246-92 INSPECTION AND ACCEPTANCE. (JAN 1987)
Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at destination.

(End of clause)

(End of Section E)

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SECTION F – DELIVERIES OR PERFORMANCE

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled-in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

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

52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

52.247-34 F.O.B. DESTINATION. (JAN 1991)

(End of FAR by reference clauses)

PERIOD OF PERFORMANCE (PoP)

The PoP for this contract is: TBD
Start of PoP: TBD
End of PoP: TBD

(End of clause)

(End of Section F)

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SECTION G – CONTRACT ADMINISTRATION DATA

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled-in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. (JUN 2026) (DEVIATION) [Applies to only Other than a Small Business Firm or Nonprofit Organization]

1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUN 2026) (DEVIATION)

1852.245-75 PROPERTY MANAGEMENT CHANGES. (DEC 2025) (DEVIATION) [Applicable only if proposing the use of Government Property]

1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (DEC 2025) (DEVIATION) [Applicable only if proposing the use of Government Property]

(End of NFS by reference clauses)

1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT. (DEC 2025) (DEVIATION)

(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 fixed-price 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 *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 provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment. 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.

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(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)

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (DEC 2025) (DEVIATION) [Applicable only if proposing the use of Government Property]

(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 Industrial Property Officer and a copy 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: [Insert name and address of appropriate NASA Center office.], 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)

1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1. (DEC 2025) (DEVIATION) [Applicable only if proposing the use of Government Property]

For performance of work under this contract, the Government will make available Government property identified below or in Attachment [Insert attachment number or "not applicable"] 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 [Insert applicable site(s) where property will be used] 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.

(End of clause)

1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (DEC 2025) (DEVIATION) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Estate Management.

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(2) NPD 8831.2, Facilities Maintenance and Operations Management.

[Insert any additional Center occupancy requirements here]

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

(End of Section G)

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SECTION H – DELIVERIES OR PERFORMANCE

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled-in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (SEP 2025) (DEVIATION)

1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (AUG 2025) ALTERNATE II (AUG 2025) (DEVIATION)

1852.242-72 DENIED ACCESS TO NASA FACILITIES. (DEC 2025) (DEVIATION)

(End of NFS by reference clauses)

1852.225-70 EXPORT LICENSES. (DEC 2025) (DEVIATION)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

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1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT). (MAR 1989)
(a) Of the total price of items TBD through TBD, the sum of $TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Date Amounts

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

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

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

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

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

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request,

terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

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

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

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

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

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

(End of clause)

1852.235-71 ESSENTIAL PERSONNEL AND FACILITIES. (SEP 2025) (DEVIATION)

(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 must—

(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 must 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 must constitute the Contracting Officer's consent required by this clause.

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(c) The Contractor must obtain the contracting officer's prior written approval anytime the Contractor plans to continue the research work during a continuous period in excess of 3 months without the participation of an approved principal investigator or project leader.

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

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule].

(End of clause)

1852.235-74 ADDITIONAL REPORTS OF WORK—RESEARCH AND DEVELOPMENT. (SEP 2025) (DEVIATION)

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

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

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

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

(End of clause)

GRC 1852.235-74 GRC MODIFICATION (1/14) TO NFS 1852.235-74 -- ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (JAN 2014)

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

Non-applicable reports (listed below) will be removed in final contract.

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall follow the formatting and content guidelines identified in paragraph (c) below.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. Reports shall follow the formatting and content guidelines identified in paragraph (c) below. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract.

(c) Report Format. All reports shall follow the format and content requirements described below.

(i) Cover page containing:

(A) Contract number, Task Order Number (if applicable), and title.
(B) The type of report ("Monthly Progress Report" or "Quarterly Progress Report"), and the period being reported.
(C) Contractor's name, address, and organizational segment generating the report.
(D) Signature of Contractor's cognizant Project Manager (or, if submitted electronically, an unambiguous indicator that the Project Manager has generated/reviewed the report)
(E) Date of issuance.
(F) Inclusion of the following statement: "Prepared for NASA Glenn Research Center, Cleveland, OH 44135."

(ii) Section I -- Technical Progress Summary: A description of the work performed during the report period and the overall technical progress achieved. The current schedule status shall also be addressed in this summary.

(iii) Section II -- Current Problem(s): A description of any current problem(s) which may impede technical, schedule and/or cost performance, along with proposed corrective action(s). Include an explanation of how the problems could affect the cost and schedule of the reporting categories in the financial and schedular reports if applicable, as well as the effects at the total contract level.

(iv) Section III -- Risk Management: Include a list of Significant Open Risks and associated Mitigation Plans. Significant Open Risks are those that have the potential to affect major development milestones & goals, such as a delivery delay, a design-freeze date, a cost ceiling, a safety or health concern, environmental impacts, a technical trade-off decision, etc. Further guidance, if needed, is available in the following Risk Management reference documents, which are available through the NASA Online Directives Information System (NODIS):

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(A) NPR 8000.4, "Agency Risk Management Procedural Requirements"
(B) GLPR 8000.1, “Risk Management"

(v) Section IV -- Work Planned: A description of the work to be performed during the next monthly reporting period.

(vi) (APPLICABLE TO QUARTERLY REPORTS ONLY) Section V -- Analysis: Interpretation of the results obtained, recommendations of further action, and discussion of the relationships between work performed and the ultimate objectives of the contract. Applicable diagrams, sketches, graphs, photographs, and drawings should be included, if they assist in conveying the intended meaning of this Section.

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

(End of clause)

GRC 52.235-90 FINAL REPORT - SUPPLEMENTAL REQUIREMENTS. (MAY 2018)
The following requirements are in addition to those stated in the Final Scientific and Technical Reports clause (1852.235-73) of this contract.

(1) In addition to the requirements of NPR 2200.2, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information, the format and content of the Final Report shall also follow NASA-SP-2015-7602 "NASA Publications Guide for Authors", incorporated herein by reference and made a part hereof. These documents are available at http://www.sti.nasa.gov [Click on "Tools" and then “NASA Publication Guide.”]

(2) The Contractor shall submit an electronic copy of a DRAFT-FINAL REPORT to the NASA Contracting Officer (CO) within 30 days after completion of the technical effort. The CO shall submit the electronic copy of the draft-final report to the Contracting Officer’s Representative (COR) and review comments from the COR for acceptance or rejection of the report. The COR's review will address technical accuracy, conformance with applicable law, policy and publication standards, and a determination of the availability and distribution of NASA-funded documents containing scientific and technical information (STI), via the Web-based Electronic Document Availability Authorization (E-DAA)/NF-1676B. Acceptance or rejection (in part or in total) of the draft-final report will be accomplished by NASA within thirty (30) days after receipt. Rejected draft-final reports shall be resubmitted within 10 working days for review following correction of the cited deficiency, unless otherwise directed by the NASA CO or NASA COR.

(3) Within thirty (30) calendar days after notification of approval of the Contractor's draft-final report, the Contractor shall distribute the approved Final Report electronically to the CO and COR.

(4) Printing, duplicating, binding and other reproduction required under this contract is subject to the provisions of the Government Printing and Binding Regulations published by the Joint Committee on Printing, Congress of the United States and the clause at NFS 1852.208-81 entitled "Restrictions on Printing and Duplicating".

(5) The Contractor is solely responsible for managing the technical effort, the schedule, and the contract funds to ensure delivery of the Draft-Final Report and the Final Report on time. Failure to deliver the Final Report as scheduled, or a request that additional funding be provided by the government to ensure delivery of the Final Report, may result in a Performance Evaluation of "Unsatisfactory" or a reduction in profit/fee equal to the additional cost associated with delivery of the Final Report, or both.

(6) IF THIS IS A TASK ORDER CONTRACT, the Contractor shall comply with this Final Report requirement for every individual Task Order at the time of Task Order completion. However, the Contractor is not required to provide a comprehensive Final Report for the entire contract.

(End of clause)

GRC 52.236-13 GRC MODIFICATION (9/16) TO FAR 52.236-13 -- ACCIDENT PREVENTION W/ (ALT I) (SEP 2016) ALTERNATE I (SEP 2016) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

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(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Within 30 calendar days after contract award, the Contractor shall submit to the Contracting Officer (CO) a detailed safety and occupational health plan for concurrence by the GRC Safety and Health Division, and approval by the CO. Until the Safety and Health Plan is approved, the contractor may only perform necessary phase-in and other administrative activities.

(1) If the contract is for services and/or operations, the Safety and Health Plan shall be prepared in accordance with NASA Procedural Requirements (NPR) 8715.3 NASA General Safety Program Requirements, Appendix E.

(2) If the contract is for construction, the Safety and Health Plan shall be prepared in accordance with: a) Chapter 17 of GLM-QS-8715, Glenn Safety Manual, and b) the General Safety Specification 01 35 26.98.

(3) If the contract statement of work or specification includes site-specific and/or unique safety and health requirements, they shall be addressed in the Safety and Health Plan as well.

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Upon approval, the Safety and Health Plan will be incorporated as an Attachment to the contract via modification.

(End of clause)

GRC 52.237-91 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (DEC 2016) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

(a) BADGES AND PASSES

(i) Badge and Pass Issuance

Support Service Contractor personnel having a need to enter areas of the NASA Glenn Research Center at Lewis Field or Armstrong Test Facility shall have an identification badge or pass. This badge or pass shall be obtained at the Badge Control Office or Visitor Control Office located at the Main Gate of either Lewis Field or Armstrong Test Facility.

(1) Permanent Badge (Personal Identify Verification (PIV) Credential) Requirements

a. It is recommended that the contractor complete the new employee hiring process at least 10 workdays prior to the employee's start date.

b. Upon the selection of a new employee, the contractor's Human Resource (HR) representative shall create an identity in the Identity and Access Management Tool (IdMAX).

c. The contractor's HR representative shall also complete NASA Form 1760, Position Risk Designation for Non-NASA Employee and GRC 1760, Position Risk Designation Cover sheet. Once completed, both forms shall be signed by the NASA COTR and sent to the Office of Protective Services POC for Non-Government Investigations.

d. At the time of visit and/or the Entry-on-Duty appointment, the new employee shall complete the in-person enrollment for PIV credential processing at the Main Gate Badge Control Office.

e. During this activity the new employee shall provide verification of their identity by providing two forms of I-9 documentation (https://www.uscis.gov/sites/default/files/document/forms/i-9.pdf) and fingerprints.

f. Upon Entry-on-Duty, the employee shall be issued a temporary credential (badge) for access to the Center until a Permanent Credential (badge) is created.

Please reference the GRC Office of Protective Services web site for the Permanent Support Service Contractor (SSC) New Hire Identity Creation Process (https://nasa.sharepoint.com/sites/grc-security), and for additional information.

(2) Temporary Pass Requirements

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· Short Term Visitors (1-29 days) shall receive a Visitor Pass. Please reference the GRC Office of Protective Services Official Visitors website. (https://nasa.sharepoint.com/sites/grc-security/SitePages/official-visitors.aspx)
· NASA GRC Service and Vendor Personnel shall receive a Service/Vendor Personnel Pass which will allow only physical access to NASA GRC. Please reference the GRC Office of Protective Services web site (https://nasa.sharepoint.com/sites/grc-security/SitePages/Long-Term-Visitors-and-Local-Badge-Process.aspx) for complete information.
· Temporary workers are defined as those employees that are on Center for more than 29 days and less than 180 days. Please reference the GRC Office of Protective Services web site (https://nasa.sharepoint.com/sites/grc-security/SitePages/Long-Term-Visitors-and-Local-Badge-Process.aspx) for complete information.
All lost or stolen badges or passes shall be reported immediately to the GRC Office of Protective Services (https://nasa.sharepoint.com/sites/grc-security/SitePages/piv-badges.aspx).

(ii) Employee Separation

(1) When an employee terminates and/or resigns employment, the contractor shall issue to the employee GRC 10087, Non-NASA Separation Clearance Record. The contractor shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their government issued I.D. badge. The contractor is also required to send a notice to the Grc-Ssc-Separations@lists.nasa.gov within 1 day of employees' separation.
(2) The contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Control Office. Final clearance of a contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. Security badges are government property, and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.
(3) The contractor's on-site manager shall comply with the Badge and Property Regulations, a copy of which will be given to the contractor's supervisors at the time of the Construction Site Showing.
(4) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the contractor. Final clearance of a contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. Security badges are Government property, and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(b) PERSONNEL LOCATION AND IDENTIFICATION
The contractor shall:

(1) Ensure that office space occupied by its personnel is clearly labeled with the name of the company.
(2) Ensure, to the extent practical, that external correspondence signed by its personnel is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.
(3) Ensure that its onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting is used.
(4) When participating in meetings with Government and/or other contractor personnel, ensure that its personnel properly identify themselves as contractor employees so that their actions will not be construed as acts of Government officials.

(c) EMERGENCY PREPAREDNESS

(1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by dialing 911 from a NASA phone, or 216-433-8888 from a cell phone.
(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Representative (COR) (rather than dialing 911 from a NASA phone, or 216-433-8888 from a cell phone).
(3) In the event of any accident investigation activity, the contractor shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.
(4) The contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The contractor is encouraged to include in this guidance pre-established instructions, when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(d) TRAFFIC

The contractor agrees to comply and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of the NASA Glenn Research Center Safety Manual (GLM-QS-1700.1), Chapter 19, Vehicle & Pedestrian Safety, incorporated herein by reference and made a part hereof.

(e) PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

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(f) SECURITY INCIDENTS

Theft of property, bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the GRC Office of Protective Services.

(g) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the Security Police Officers at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the GRC Protective Services Contract COR, who will make the request to the Main Gate Officer (3-2204 at Glenn and 3-3221 at ATF). After-hour clearances, as approved by the COR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays. This procedure ONLY applies to temporary contractors who are on-site at Glenn for 1 - 179 days within 365 day time-frame and are issued temporary badges (non-smartcard credentials) NOTE: Per ATF management ALL ATF employees are required to follow the after-hour access procedures.

(h) GOVERNMENT PROPERTY ACCOUNTABILITY

(1) Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from GRC and ATF without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials from GRC requires written approval from the NASA COR or authorized representative. The appropriate documentation must be completed and signed by the COR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security control point upon departure. Each vehicle is then subject to inspection prior to departure from the Center to check the contents of the respective vehicle against the information listed on the documentation authorizing removal of the property.

(2) In addition to the above, Municipal Waste, Recyclables, and Hazardous Materials must also be properly disposed of utilizing the appropriate containers and collection points for each type of scrap and residual material. Failure to adhere to the proper disposal of these materials or unauthorized use of municipal waste or recycling containers may result in the denial of Center access and possible civil or criminal prosecution for the offender.

(3) Property movement and disposal shall be coordinated through the Logistic and Technical Information Division's (LTID) Supply and Equipment Management Officer/Property Disposal Officer in accordance with the requirements in NASA Policy Document (NPD) 4200.1, Equipment Management, NPD 4300.1, NASA Personal Property Disposal Policy, NPR 4200.1, NASA Equipment Management Procedural Requirements, and NPR 4300.1, NASA Personal Property Disposal.

(4) Questions concerning the proper removal and disposal of property, scrap, waste or other residual job materials should be forwarded to the NASA COR, or the GRC Supply and Equipment Management Officer (SEMO).

(End of clause)

IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (Combined Clause)

(a) This clause does not apply to restrictions based solely on copyright.

(b) Consistent with FAR 52.227-15(b), Limited Rights Data and Restricted Computer Software to be delivered in performance of this contract will be identified and listed pursuant to this clause. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed herein or later identified and certified by the Contractor that such data qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a), as specified in paragraph (c) of this clause.

(c) Pre-Award Identification.

(Start of identification and representation)

The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software, and hereby certifies that the data related thereto and identified below qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest level pertaining to an item, component, or process.
** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.
*** Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's right should be limited or restricted.
**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).

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***** Corporation, individual, or other person, as appropriate.
Date
Printed Name and Title
Signature

(End of identification and representation)

(d) Post-Award Identification. In addition to the representations made within this clause, other representations may be made after award when based on new information or inadvertent omission unless the inadvertent omission would have materially affected the Government's source selection decision, a payment decision, or both. Such identification and representations may be made after award whereby the Contractor shall submit a request to the Contracting Officer as soon as practicable after initial identification in the following format and signed by an official authorized to contractually obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request by incorporating it in a contract modification. Such post-award identification shall be made in the following format:

(Start of identification and representation)

Identification and Representation of Limited Rights Data and Restricted Computer Software

The Contractor asserts additional data not previously identified pursuant to the IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE clause and required to fulfill the data delivery requirements qualify as limited rights data or restricted computer software. The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Furthermore, the Contractor represents it has verified such recorded information and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of technical data asserted as limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process.
** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.

*** A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development data entirely at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted.
**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).
***** Corporation, individual, or other person, as appropriate.
******Contractor fill-in after award as applicable.

Date
Printed Name and Title
Signature

(End of identification and representation)

(e) If requested by the Contracting Officer, the Contractor shall provide sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause. Such written justification shall include historical documentary evidence that clearly identifies the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Conclusory statements without supporting historical documentary evidence shall constitute a failure to provide written justification to substantiate the propriety of the markings. Costs and expenses associated with providing sufficient recorded information to justify the validity of limited rights data or restricted computer software are unallowable costs under this contract. The Contractor shall substantiate its limited rights data or restricted computer software assertions at its own expense.

(f) Based on the Contractor's actions or deliberate inaction, an omission regarding failing to identify data or a failure by the Contractor to identify, analyze, or verify data as described in this clause may be deemed as an act in deliberate ignorance or reckless disregard of the truth or falsity of the information. The Contractor may not rely on past or commensurate actions or inactions by the Government regarding data not previously identified to the Government as limited rights data or restricted computer software yet delivered to the Government with restrictive or limiting markings and actually or constructively accepted by the Government.

(g) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause necessary to fulfill the Contractor's obligation in paragraph (e) of this clause.

If a subcontractor refuses to accept terms affording the Contractor to provide such sufficient recorded information to the Contracting Officer, 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.

(End of clause)

(End of Section H)

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SECTION I – CONTRACT CLAUSES

Clauses incorporated by reference:

The following Contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference, which are required to be filled-in by the Government, include only the text of the affected paragraph(s). This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, "Clauses Incorporated by Reference" (FEB 1998), of this Contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

52.202-1 DEFINITIONS. (JUN 2020)

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. (JUN 2020)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

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. (JUN 2020)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)[Applicable only to contracts that exceed $7.5 million in value]

52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (SEP 2025) (DEVIATION)

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52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (SEP 2025) (DEVIATION)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (SEP 2025) (DEVIATION)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (SEP 2025) (DEVIATION)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED. (DEC 2025) (DEVIATION)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (DEC 2025) (DEVIATION)[Applicable only if the Offeror has current active Federal contracts and grants with a total value greater than $10,000,000.]

52.210-1 MARKET RESEARCH. (JUN 2025) (DEVIATION) [Applicable only to contracts that exceed $7.5 million in value]

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (DEC 2025) (DEVIATION)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (DEC 2025) (DEVIATION)

52.215-14 INTEGRITY OF UNIT PRICES. (NOV 2021)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (FEB 2026) (DEVIATION)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (FEB 2026) (DEVIATION)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (FEB 2026) (DEVIATION)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (FEB 2026) (DEVIATION)

52.222-3 CONVICT LABOR. (DEC 2025) (DEVIATION)

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52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES. (DEC 2025) (DEVIATION)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (DEC 2025) (DEVIATION)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (DEC 2025) (DEVIATION)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (DEC 2025) (DEVIATION)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2025) (DEVIATION)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (DEC 2025) (DEVIATION)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (DEC 2025) (DEVIATION)

52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2024) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES. (DEC 2025) (DEVIATION)

52.226-7 DRUG-FREE WORKPLACE. (MAY 2024)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (MAY 2024)

52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020) ALTERNATE I (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)

52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR. (MAY 2014) AS MODIFIED BY NFS 1852.227-11 (APR 2015)

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

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52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

52.232-17 INTEREST. (MAY 2014)

52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014) ALTERNATE I (APR 1984)

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. (MAR 2023)

52.233-1 DISPUTES. (DEC 2025) (DEVIATION)

52.233-3 PROTEST AFTER AWARD. (DEC 2025) (DEVIATION)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (DEC 2025) (DEVIATION)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-1 CHANGES-FIXED PRICE. (JUL 2025) (DEVIATION) ALTERNATE V (JUL 2025) (DEVIATION)

52.243-7 NOTIFICATION OF CHANGES. (JUL 2025) (DEVIATION)

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52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (DEC 2025) (DEVIATION)

52.245-1 GOVERNMENT PROPERTY. (SEP 2021) ALTERNATE II (APR 2012) [Applicable only if proposing the use of Government Property]

52.245-9 USE AND CHARGES. (APR 2012) [Applicable only if proposing the use of Government Property]

52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT. (FIXED-PRICE) (APR 2012)

52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS). (AUG 2016) [Applicable only if awarded to Educational and Other Nonprofit Institutions]

52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

(End of FAR by reference clauses)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (SEP 2025) (DEVIATION) [Applicable only to contracts that exceed $5 million in value]

1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (SEP 2025) (DEVIATION)

1852.215-84 OMBUDSMAN. (NOV 2023)

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS. (APR 2015)

1852.219-77 NASA SMALL BUSINESS SUPPLIER DEVELOPMENT PROGRAM. (FEB 2026) (DEVIATION)

1852.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (APR 2015) (DEVIATION JUN 2026)

1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (DEVIATION JAN 2026)

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1852.227-84 PATENT RIGHTS CLAUSES. (APR 2015)

1852.228-75 MINIMUM INSURANCE COVERAGE. (SEP 2025) (DEVIATION) [Applicable only if proposing contract performance in any NASA Center, Installation, facility, or other NASA real property.]

1852.235-70 NASA SCIENTIFIC AND TECHNICAL INFORMATION (STI) COMPLIANCE AND DISTRIBUTION SERVICES. (AUG 2025) (DEVIATION)

1852.237-72 ACCESS TO SENSITIVE INFORMATION. (DEC 2025) (DEVIATION)

1852.237-73 RELEASE OF SENSITIVE INFORMATION. (DEC 2025) (DEVIATION)

(End of NFS by reference clauses)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [TBD] [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.227-14 RIGHTS IN DATA—GENERAL. (MAY 2014), as amended by NFS 1852.227-14 (Jun 2026) (Deviation), including ALTERNATE II (DEC 2007), AND ALTERNATE III (DEC 2007)

(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. (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 this contract.

i. Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in

scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

ii. When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

iii. 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 in such copyrighted 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 in such copyrighted 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.

iv. The contractor must 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.

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

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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 authorized by the Contracting Officer in writing. (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.

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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

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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.
(iv) Maintenance, repair, or overhaul, including any right-to-repair activities.
(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

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

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (DEC 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their

subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:
Restricted Rights Notice Short Form (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. ___ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(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)

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):

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https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(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 Federal Acquisition Regulation (NFS) (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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

(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)

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1852.240-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2026)(DEVIATION) *

(a) The contractor must protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. Specific implementation requirements will be addressed in the contract data requirements description. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3)Federal Information System (FIS). The term “Federal information system” means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. 11331)

(4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

(d) Contractors that process, store, or transmit federal information or operate information systems on behalf of the federal government must meet the same security and privacy requirements as federal agencies. The contractor must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) must be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in

performance of the contract, the contractor must attest to the ability to secure NASA information within its own IT/information system.

(e) The contractor must afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.

(f) The contractor must provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems must complete the NASA Cybersecurity and Privacy Awareness Training.

(g) The contractor must insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

** Information System Security Plan shall only be required if the Contractor is given NASA CUI Data. Currently under this contract no NASA CUI Data is planned to be provided to the Contractor. However, if during the performance of the contract it becomes necessary to provide the Contractor with NASA CUI Data an Information System Security Plan shall be submitted and approved prior to any NASA CUI Data transmitted to the Contractor.

(End of Section I)

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SECTION J – List of Attachments

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

1. Data Rights Assertions Table (Offeror fill in accordance to Identification and Representation of Limited Rights Data and Restricted Computer Software (Combined Clause))

2. Organizational Conflicts of Interest Avoidance Plan (Only required if awarded)

3. Subcontracting Plan (Will be incorporated at award, if required)

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