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: DO-C9

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	80MSFC26R0002	☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	1/30/2026	SEE SCHEDULE

7. ISSUED BY — CODE

MSFC PS50 Engineering Support Branch, Office of Procurement, Huntsville, AL, 35812, United States

8. ADDRESS OFFER TO *(If other than item 7)*

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 2:00PM *(Hour)* local time 3/11/2026 *(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	

11. TABLE OF CONTENTS

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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	28. AWARD DATE
Sadie Moulton	*(Signature of Contracting Officer)*	

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

Section A – Solicitation/Contract Form

Section is intentionally left blank

Section B – Supplies or Services and Prices/Cost

Additional Information/Notes

Item	Supplies/Service	Dates	Quantity	Unit	Unit Price	Amount
0001	Phase-In Product Service Code: R425 Severability: No Firm Fixed Price	Period of Performance from 01 OCT 2026 to 31 JAN 2027	1.0	Job	$ TBP	$ TBP
0002	Base Ordering Period MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD
0003	Base Ordering Period MSFC End-Item Deliverables Product Service Code: R425 Severability: No Cost Plus Fixed Fee	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD
0004	Base Ordering Period MSFC End-Item Deliverables Product Service Code: R425 Severability: No Firm Fixed Price	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD
0005	Base Ordering Period Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD
0006	[Optional Transition to CPFF - See Section H] Base Ordering Period MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Fixed Fee	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD
0007	[Optional Transition to CPFF - See Section H] Base Ordering Period	Period of Performance from 01 FEB 2027 to 31 JAN 2032	1.0	Job	TBD	TBD

	Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Fixed Fee					
0008	Optional Ordering Period MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD
0009	Optional Ordering Period MSFC End-Item Deliverables Product Service Code: R425 Severability: No Cost Plus Fixed Fee	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD
0010	Optional Ordering Period MSFC End-Item Deliverables Product Service Code: R425 Severability: No Firm Fixed Price	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD
0011	Optional Ordering Period Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD
0012	[Optional Transition to CPFF - See Section H] Optional Ordering Period MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Fixed Fee	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD
0013	[Optional Transition to CPFF - See Section H]	Period of Performance from 01 FEB 2032 to 31 JAN 2035	1.0	Job	TBD	TBD

	Optional Ordering Period Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Fixed Fee					
0014	Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2035 to 31 JUL 2035	1.0	Job	TBD	TBD
0015	Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Award Fee	Period of Performance from 01 FEB 2035 to 31 JUL 2035	1.0	Job	TBD	TBD
0016	[Optional Transition to CPFF - See Section H] Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services MSFC, SSC Skills Augmentation Product Service Code: R425 Severability: Yes Cost Plus Fixed Fee	Period of Performance from 01 FEB 2035 to 31 JUL 2035	1.0	Job	TBD	TBD
0017	[Optional Transition to CPFF - See Section H] Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services Other Centers Skills Augmentation Product Service Code: R425 Severability: Yes	Period of Performance from 01 FEB 2035 to 31 JUL 2035	1.0	Job	TBD	TBD

	Cost Plus Fixed Fee					

NFS Clauses Incorporated by Full Text

1852.216-74 Estimated Cost and Fixed Fee. DEC 1991

The estimated cost of this contract is *$TBD* exclusive of the fixed fee of *$TBD*. The total estimated cost and fixed fee is *$TBD*. *(This clause applies if CLINS 0006, 0007, 0012, or 0013 are exercised, and for DOs ordered under CLINS 0003 or 0009.)*

(End of clause)

1852.216-78 Firm Fixed Price. DEC 2025 (DEVIATION)

The total firm-fixed-price of this contract is *$_____TBP for CLIN 0001 Phase-In, plus the value of any firm-fixed price DOs under CLINS 0004 and 0010.*

(End of clause)

1852.216-85 Estimated Cost and Award Fee. SEP 1993

The estimated cost of this contract is *$TBD*. The maximum available award fee, excluding base fee, if any, is *$TBD*. The base fee is *$0*. Total estimated cost, base fee, and maximum award fee are *$TBD*. *(This clause applies to TOs placed under CLINS 0002, 0005, 0008, and 0011).*

(End of clause)

1852.232-77 Limitation of Funds (Fixed-Price Contract). MAR 1989

(a) Of the total price of *to be defined in Phase-in TO ordered under CLIN 0001 and DOs ordered under CLINS 0004 and 0010, as applicable*, the sum of *to be defined in Phase-in TO ordered under CLIN 0001 and DOs ordered under CLINS 0004 and 0010, as applicable* 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:

Schedule for Allotment of Funds	
Date	Amounts
To be defined in Phase-in TO ordered under CLIN 0001 and DOs ordered under CLINS 0004 and 0010, as applicable	

(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 to be defined in Phase-in TO ordered under CLIN 0001 and DOs ordered under CLINS 0004 and 0010, as applicable.

(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 NASA Federal Acquisition Regulation Supplement Part 1852 Solicitation Provisions and Contract Clauses 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 estimate 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) of this clause. 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)

1852.232-81 Contract Funding. JUNE 1990

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is *$TBD*. This allotment is for CLINS shown in the table below and covers the estimated periods of performance identified in the table.

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

CLIN	Cost Funding Allotted	Fee Funding Allotted	Total Funding Allotted	Funded-Through Date
0002	$TBD	$TBD	$TBD	TBD
0003	As defined in individual DOs	As defined in individual DOs	As defined in individual DOs	As defined in individual DOs
0005	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs
0006 (if exercised)	$TBD	$TBD	$TBD	TBD
0007 (if exercised)	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs
0008 (if exercised)	$TBD	$TBD	$TBD	TBD
0009 (if exercised)	As defined in individual DOs	As defined in individual DOs	As defined in individual DOs	As defined in individual DOs
0011 (if exercised)	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs
0012 (if exercised	$TBD	$TBD	$TBD	TBD
0013 (if exercised)	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs
0014 (if exercised)	$TBD	$TBD	$TBD	TBD
0015 (if exercised)	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs

0016 (if exercised)	$TBD	$TBD	$TBD	TBD
0017 (if exercised)	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs	As defined in individual TOs

(End of clause)

MSFC Clauses Incorporated by Full Text

MSFC 52.216-90 IDIQ Contract Value by Period of Performance. JAN 2025

The maximum potential not-to-exceed (NTE) value of this contract including Options, is *$3,248,200,000*. This contract provides for performance of *cost-plus-award-fee, cost-plus-fixed-fee, and firm-fixed price* indefinite-delivery indefinite- quantity (IDIQ) task/delivery orders. The NTE value shall not be exceeded without the prior written approval of the Contracting Officer.

The values for each period of performance are set forth below:

	PERIOD OF PERFORMANCE	MINIMUM VALUE	MAXIMUM VALUE
Phase-in	10/01/2026 - 01/31/2027	$300,000 (minimum for entire contract)	$600,000
Base Ordering Period	02/01/2027 - 01/31/2032	N/A	$1,829,000,000
Optional Ordering Period	02/01/2032 - 01/31/2035	N/A	$1,221,700,000
Option to Extend Services under FAR 52.217-8	02/01/2035 - 07/31/2035	N/A	$196,700,000

(End of clause)

MSFC 52.216-91 Supplies and/or Services to be Provided and Type of Contract. JAN 2025

(a) The contractor shall provide all resources (except as expressly stated in the contract as furnished by the Government) necessary to perform and/or deliver the services in accordance with Attachment J-1 Performance Work Statement.

(b) The effort will be performed using a single-award, indefinite-delivery, indefinite-quantity (IDIQ) contract. Contract requirements fall under two broad categories - skills augmentation support and end-item deliverables, as described in paragraphs (c) and (d) below. Clauses delineated in this contract are applicable as appropriate specific to the type of TO/DO awarded. Unused IDIQ contract value (except unearned award fee value) may be combined with subsequent period value without change to the maximum potential Not to Exceed (NTE) value.

Unearned award fee value will be removed via unilateral contract modification. The CO may shift unused contract year value from one CLIN category (i.e. MSFC and SSC Skills Augmentation, Other Centers Skills Augmentation, MSFC End-Item Deliverables) to another to accommodate projected need without change to the maximum potential NTE Value, as long as the end-item deliverables portion of the IDIQ value does not exceed 25% of the maximum potential NTE value.

(c) Skills Augmentation Support: The contractor's work will be controlled by means of task orders (TOs) for skills augmentation support. Specifically, the Government may award cost-plus-award-fee (CPAF) task orders to perform (1) MSFC and SSC Skills Augmentation support - CLINS 0002 and 0008, (2) Other Centers Skills Augmentation support - CLINS 0005 and 0011. The contract includes an option to transition the skills augmentation support requirements to cost-plus-fixed-fee (CPFF) in the event of consistent, highly excellent, contractor performance. See Section H special contract requirements. The Government may award CPFF TOs to perform (1) MSFC and SSC Skills Augmentation support - CLINS 0006 and 0012, (2) Other Centers Skills Augmentation support - CLINS 0007 and 0013. MSFC and SSC Skills Augmentation Support (CLINS 0002, 0008) will be governed via TOs issued and tracked via the ATOMS Suite and funded at the contract CLIN level. Other Centers Skills Augmentation support (CLINS 0005 and 0011) will be governed via TOs issued and tracked through both the NASA Contract Management System (NCMS) and the ATOMS Suite and funded at the TO CLIN level.

(d) End-Item Deliverables: The contractor's work will be controlled by means of delivery orders (DOs) for MSFC end-item deliverables. Specifically, the Government may award CPFF DOs to perform MSFC end-item deliverable requirements - CLINS 0003 and 0009. The Government may award firm-fixed-price (FFP) DOs to perform MSFC end-item deliverable requirements - CLINS 0004 and 0010. MSFC end-item deliverable requirements will be issued and tracked through both the NCMS and the ATOMS Suite and will be funded at the DO CLIN level.

(e) TO/DO estimates will require use of Attachment J-7, Rates Schedule and Labor Categories. The contractor shall not apply fee to non-labor portions of other direct costs. Only actual costs plus the appropriately applied burden rates will be reimbursed. The contractor shall obtain approval from the CO and the COR at least five (5) business days prior to the incurrence of travel or training expenses. Travel shall be performed in compliance with the Federal Travel Regulations (FTR). Actual expenses exceeding the FTR will not be reimbursed by the Government.

(End of Clause)

MSFC 52.216-92 Matrix Of Contract Line Items (CLINs). OCT 2017

The current total contract value is as specified below. To separately track the components of the value, separate CLINs have been established as follows:

CLIN	DESCRIPTION	VALUE	OPTION STATUS
0001	Phase-in – FFP (10/01/2026 – 01/31/2027)	$_____TBP	N/A
0002	Base Ordering Period, MSFC/SSC Skills Augmentation – CPAF (02/01/2027 – 01/31/2032)	$TBD	N/A
0003	Base Ordering Period, MSFC End-Item Deliverables – CPFF (02/01/2027 – 01/31/2032)	$TBD	N/A
0004	Base Ordering Period, MSFC End-Item Deliverables - FFP (02/01/2027 - 01/31/2032)	$TBD	N/A
0005	Base Ordering Period, Other Centers Skills Augmentation - CPAF (02/01/2027 - 01/31/2032)	$TBD	Not exercised

0006	[OPTIONAL TRANSITION - See Section H] Base Ordering Period, MSFC/SSC Skills Augmentation - CPFF (02/01/2027 - 01/31/2032)	$TBD	Not exercised
0007	[OPTIONAL TRANSITION - See Section H] Base Ordering Period, Other Centers Skills Augmentation - CPFF (02/01/2027 - 01/31/2032)	$TBD	Not exercised
0008	Optional Ordering Period, MSFC/SSC Skills Augmentation - CPAF (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0009	Optional Ordering Period, MSFC End-Item Deliverables - CPFF (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0010	Optional Ordering Period, MSFC End-Item Deliverables - FFP (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0011	Optional Ordering Period, Other Centers Skills Augmentation - CPAF (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0012	[OPTIONAL TRANSITION - See Section H] Optional Ordering Period, MSFC/SSC Skills Augmentation - CPFF (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0013	[OPTIONAL TRANSITION - See Section H] Optional Ordering Period, Other Centers Skills Augmentation - CPFF (02/01/2032 - 01/31/2035)	$TBD	Not exercised
0014	Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services, MSFC, SSC Skills Augmentation - CPAF (02/01/2035-07/31/2035)	$TBD	Not exercised
0015	Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services, Other Centers Skills Augmentation - CPAF (02/01/2035-07/31/2035)	$TBD	Not exercised
0016	[OPTIONAL Transition to CPFF - See Section H] Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services, MSFC, SSC Skills Augmentation - CPFF (02/01/2035-07/31/2035)	$TBD	Not exercised
0017	OPTIONAL Transition to CPFF - See Section H] Optional Ordering Period authorized by FAR 52.217-8 Option to Extend Services, Other Centers Skills Augmentation - CPFF (02/01/2035-07/31/2035)	$TBD	Not exercised
	Total Value of Base and all Exercised Options	$TBD	

(End of clause)

MSFC 52.227-91 Data Requirements. JUN 2017

(a) The contractor shall furnish all data identified and described in the data requirements list (DRL) of the data procurement document (DPD) which is attached to this contract. All expenses associated therewith are included in the estimated cost or firm fixed price of this contract, or any associated task orders if applicable.

(b) The Government reserves the right to delay the delivery of any or all data requirements descriptions (DRDs) specified in the DRL and such right may be exercised at no increase to the estimated cost or firm fixed price of this contract or any associated task orders.

(c) Nothing contained in this clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DPD, but required under another section of this contract.

(d) To the extent that data required to be delivered under a DRD is also required to be delivered under another section of the contract, the requirements established by both the DRD and such other contract section shall apply. In the event of a conflict between the data requirements of the DPD and another contract section, the specific contract section will take precedence.

(End of clause)

Section C – Description/Specifications/Statement of Work

Requirements

MSFC Clauses Incorporated by Full Text

MSFC 52.211-93 Description/Specifications/Statement of Work. MAY 2019

The Description/Specifications/Statement of Work/Performance Work Statement is located in Attachment *J-1*.

(End of clause)

Section D – Packaging and Marking

NFS Clauses Incorporated by Full Text

1852.245-74 Identification and Marking of Government Equipment. DEC 2025 (DEVIATION)

(a) The Contractor must 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 must 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 must 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 must 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.

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

(1) Deliveries for MSFC-- NASA / Marshall Space Flight Center Attn: AS41/Cynthia Davis Central Receiving - Building 4631 Marshall Space Flight Center, AL 35812;
*(2) Deliveries for MAF & SSC-- *NASA / Michoud Assembly Facility or Stennis Space Center Central Receiving - Dock/Door S27 13800 Old Gentilly RD New Orleans, LA 70129 *All shipments are received at the MAF location and delivered to the Stennis*

facility for distribution;
(3) Other Center delivery data will be added as necessary based on order requirements.

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

(End of clause)

Section E – Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-3	Inspection of Supplies-Cost-Reimbursement	MAY 2001
52.246-4	Inspection of Services-Fixed-Price	AUG 1996
52.246-5	Inspection of Services-Cost-Reimbursement	APR 1984

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.246-73	Human Space Flight Item	SEP 2025 (DEVIATION)

FAR Clauses Incorporated by Full Text

52.246-11 Higher-Level Contract Quality Requirement. DEC 2014

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	*Number*
Quality Management System Requirements	*ISO 9001*
MSFC Quality Management Policy	*Marshall Policy Directive 1280.1*
Marshall Quality Management System	*Marshall Procedural Requirements 1280.10*

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see (b) and (c)); or 46.203

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

NFS Clauses Incorporated by Full Text

1852.246-72 Material Inspection and Receiving Report. SEP 2025 (DEVIATION)

(a) At the time of each delivery to the Government under this contract, the Contractor must prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms must be prepared and distributed as follows:

1 copy to the Contracting Officer, 1 copy to the Contracting Officer's Representative, and 1 copy to the Industrial Property Officer.

(b) The Contractor must prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor must enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which must be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor must list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor must forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

1852.246-71 Government Contract Quality Assurance Functions. SEP 2025 (DEVIATION)
In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	**Quality Assurance Function**	**Location**
All Services	Inspection/Acceptance	See Section F, MSFC 52.237-91, Place of Performance
End-Item Deliverables	As defined in Delivery Orders	As Defined in Delivery Orders

(End of clause)

Section F – Deliveries or Performance

Contractor
Destination

0001	Delivery Schedule Period of Performance From 01 OCT 2026 to 31 JAN 2027
0002	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0003	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0004	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0005	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0006	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0007	Delivery Schedule Period of Performance From 01 FEB 2027 to 31 JAN 2032
0008	Delivery Schedule

	Period of Performance From 01 FEB 2032 to 31 JAN 2035
0009	Delivery Schedule Period of Performance From 01 FEB 2032 to 31 JAN 2035
0010	Delivery Schedule Period of Performance From 01 FEB 2032 to 31 JAN 2035
0011	Delivery Schedule Period of Performance From 01 FEB 2032 to 31 JAN 2035
0012	Delivery Schedule Period of Performance From 01 FEB 2032 to 31 JAN 2035
0013	Delivery Schedule Period of Performance From 01 FEB 2032 to 31 JAN 2035
0014	Delivery Schedule Period of Performance From 01 FEB 2035 to 31 JUL 2035
0015	Delivery Schedule Period of Performance From 01 FEB 2035 to 31 JUL 2035

0016	Delivery Schedule Period of Performance From 01 FEB 2035 to 31 JUL 2035
0017	Delivery Schedule Period of Performance From 01 FEB 2035 to 31 JUL 2035

FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order. Alternate I	APR 1984
52.247-34	F.o.b. Destination	JAN 1991

NFS Clauses Incorporated by Full Text

1852.247-72 Advance Notice of Shipment. DEC 2025 (DEVIATION)
At least 20 work days prior to shipping item(s) *requiring advanced notice of shipment as identified in TOs or DOs*, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to *the Contracting Officer's Representative, the Industrial Property Officer*, and to the Contracting Officer.

(End of clause)

MSFC Clauses Incorporated by Full Text

MSFC 52.211-94 Period of Performance. MAY 2017

The period of performance for this contract is from *10/01/2026* through *01/31/2032*.

(End of clause)

MSFC 52.237-91 Place of Performance. JUL 2018

The Contractor shall perform the work under this contract at *NASA MSFC (including MAF), SSC, other NASA Centers, offsite at the contractor's facilities*, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

MSFC 52.247-90 Section 10721 Rates. FEB 2001

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of clause)

Section G – Contract Administration Data

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.216-75	Payment of Fixed Fee.	DEC 2025 (DEVIATION)
1852.227-70	New Technology Other than a Small Business Firm or Nonprofit Organization	JAN 2026 (DEVIATION)
1852.227-72	Designation of New Technology Representative and Patent Representative.	JAN 2026 (DEVIATION)
1852.242-71	Travel Outside of the United States.	DEC 2025 (DEVIATION)
1852.242-73	NASA Contractor Financial Management Reporting.	DEC 2025 (DEVIATION)
1852.245-70	Contractor Requests for Government-Furnished Property.	DEC 2025 (DEVIATION)
1852.245-75	Property Management Changes.	DEC 2025 (DEVIATION)
1852.245-78	Physical Inventory of Capital Personal Property.	DEC 2025 (DEVIATION)

NFS Clauses Incorporated by Full Text

1852.216-76 Award Fee for Service Contracts. DEC 2025 (DEVIATION)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning *(see chart after clause)** months after the effective date of this contract, the Government shall evaluate the contractor's performance every *(see chart after clause)** months to determine the amount of award fee earned by the contractor during the period. The contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee-Determining Official (FDO) will determine the award fee amounts based on the contractor's performance in accordance with *Attachment J-4 Award Fee Evaluation Plan*. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the contractor in writing of the evaluation results. The *NASA Shared Services Center (NSSC)* will make payment based on *unilateral modification by the CO*.

(d) The contracting officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the contracting officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve

shall not exceed 15 percent of the contract's total potential award fee or $100,000, whichever is less.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at *1852.216-85, Estimated Cost and Award Fee*. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments *will* be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the contractor on a *monthly* basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of *80%* or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the contracting officer.

(3) If the contracting officer determines that the contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the contracting officer deems appropriate. The contracting officer will notify the contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments *will* be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

* [A period of time greater or lesser than 6 months may be substituted in accordance with 1816.402-472(a).]

(End of clause)

Anticipated Award Fee Evaluation Period Durations*	
Award Fee Evaluation Period	**Number of Months**
Award Fee Period 1	6 months
Award Fee Period 2	12 months
Award Fee Period 3	12 months
Award Fee Period 4	12 months
Award Fee Period 5	12 months
Award Fee Period 6	12 months
Award Fee Period 7	12 months
Award Fee Period 8	12 months
Award Fee Period 9	6 months

*The Government has provided anticipated award fee period durations in the chart above for Offeror reference and proposal purposes. These award fee periods assume exercise of the 3-year optional ordering period. During the contract phase-in period, the Government will formalize

anticipated award fee periods.

1852.232-80 Submission of Vouchers/Invoices for Payment. APR 2018

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) Payment requests.

(1) The payment periods are stipulated in the payment clause(s) contained in this contract.

(2) Vouchers submitted under cost-type contracts and invoices submitted under 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 requests. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoices within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

(End of clause)

1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1. DEC 2025 (DEVIATION)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment *J-13* 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 must use this property in the performance of this contract at *MSFC and other NASA locations as applicable* 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)

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors. DEC 2025 (DEVIATION)

(a) The Contractor with furnished and acquired property must submit an electronic property submissions in NASA's Accountable Property System of Record (APSR)/NASA Electronic Submission System (NESS) annually; and a final property submission via https://ness.nasa.gov/contractor when the period of performance or award has ended. Once electronic property submission is completed, the contractor will be able to download their electronic forms, 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 the APSR/NESS is not required by this clause; however, the Contractor must include data on property in the possession of subcontractors in the electronic annual property submission.

The Contractor must 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 is required by their contract to report with zero value award, that never had property associated.

(c)(1) The annual reporting period must be from October 1 of each year through September 30 of the following year. The report must 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 electronic annual or final property submission 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 4.705, Specific Retention Periods. Contractors must 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 must have formal policies and procedures, which address the validation of the electronic annual property or final property submission 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 the electronic annual or final property submission after submittal the contractor must contact the cognizant NASA Center Industrial Property Officer (IPO) within 10 days after discovery of the error to discuss corrective action. If there is an error found during the Contractor's property submission, it will be disapproved, and Contractor will receive an automatic email explaining what is needed for it to be approved.

(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 must 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 the electronic annual or final property submission reports in accordance with NFS subpart 1845.7101, any monthly report in accordance with (c)(3) of this clause, and any reserve must 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 must not be construed as a waiver of any Government right.

(d) An electronic final report must be submitted in the APSR/NESS 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)

1852.245-71 Installation-Accountable Government Property. DEC 2025 (DEVIATION)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property must be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor must comply with the following:

NASA Procedural Requirements (NPR) 4100.1F NASA Supply Support and Materiel Management
NASA Procedural Requirements (NPR) 4200.1G, NASA Equipment Management Procedural Requirements.
NASA Procedural Requirement (NPR) 4300.1C, NASA Personal Property Disposal Procedural Requirements;

A. User Responsibilities: The Contractor shall retain responsibility for ensuring proper use, care and protection (safeguarding) Installation Accountable Government Property (IAGP) under his/her custody and control. Individual shall be responsible for the following: (1) ensuring IAGP is used only in pursuit of approved programs, or as otherwise authorized; (2) updating record locations in EQUIP or notifying cognizant Property Custodian, of all equipment location changes; (3) ensuring that any lost, missing, or damaged IAGP is officially reported to his/her supervisor, the appropriate Property Custodian, and the Protective Services Department; (4) notifying Property Custodian of IAGP not being actively used; (5) ensuring that IAGP is turned into the Property Disposal Officer through NPROP or the Property Custodian when no longer needed; under no circumstances will the contractor dispose of IAGP, whether tagged or untagged; and (6) notifying the Contracting Officer, cognizant Property Custodian, and the Center's Supply and Equipment Officer (SEMO) upon termination of employment. B. Contractor Acquired Property Onsite: Initiate Transfer of Accountability of Contractor Acquired Property onsite by submitting a MSFC Form 4554, "Transfer and Shipping Document" (or equivalent DD Form 1149), accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall reference both the Contractor's Subcontract/Purchase Order number and the Government contract number on the Form 4554. For equipment, special tooling, and special test equipment acquisition, the Form 4554 (or equivalent DD Form 1149) shall be submitted within 15 working days after receipt and acceptance of each property item by the Contractor.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245–1, as incorporated in this contract.

The Contractor must establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance

with FAR 52.245-1(h)(1) the contractor must be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause must be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order must enquire the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor must all furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor must establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and must maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off- site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property must be considered Government furnished and the Contractor must assume accountability and financial reporting responsibility. The Contractor must establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245–1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans must not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor must continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation must be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) Office furniture.

X (3) Property listed in *J-12 Installation-Provided Property and Services*.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also must become accountable to the Government upon its entry into Government records.

(ii) The Contractor must not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

X (6) Safety and fire protection for Contractor personnel and facilities.

X (7) Installation service facilities: *(c)(7) Installation service facilities: IT Services through NASA's mandatory End User Device contract, as identified in NFS Appendix A.102-2.*

X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

X (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

1852.245-82 Occupancy Management Requirements. DEC 2025 (DEVIATION)

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

(1) NPD 8800.14F Policy for Real Estate Management.
(2) NPR 8831.2F, Facilities Maintenance and Operations Management.

(b) The Contractor must 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 must restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor must 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 must vest in the Government.

(d) The Contractor must 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)

MSFC Clauses Incorporated by Full Text

MSFC 52.204-91 Security and Badging Requirements. NOV 2016

Performance of this contract will require access to facilities, information technology systems, and other resources at the Marshall Space Flight Center and/or the Michoud Assembly Facility. To obtain and maintain access, the Contractor shall comply with the applicable requirements from the latest revision of (1) NASA Procedural Requirements (NPR) 1600.1, "NASA Security Program Procedural Requirements," (2) NPR 1600.4, "Identity and Credential Management," (3) Marshall Procedural Requirements (MPR) 1600.1, "MSFC Security Program Procedural Requirements," (4) MPR 1600.4, "MSFC Identity, Credential, and Access Management," and (5) NASA Advisory Implementing Instruction (NAII) 1600.4, "Foreign National Access Management."

(End of clause)

MSFC 52.245-90 Capital Asset Tracking. MAY 2017

In accordance with NASA Procedural Requirements (NPR) 9250.1, "Property, Plant, and Equipment (PPE) and Operating Materials and Supplies", and NASA Policy Directive (NPD) 9250.1, "Capital Asset Identification and Treatment", the contractor shall track, report, and separately identify capital assets as separate Work Breakdown Structure elements on the Contractor's NASA Form 533M reports.

If PP&E greater than $500,000 ($1,000,000 for internal use software) is purchased, the Contractor shall provide a copy of supporting invoices (to include third party invoices to substantiate capitalized asset costs) to the Contracting Officer. PP&E is defined as tangible assets, including land, that meets the following criteria: (1) has an estimated useful life of 2 years or more, (2) is not intended for sale in the ordinary course of operations, and (3) has been acquired or constructed with the intention of being used or being available for use by the entity.

(End of clause)

Section H – Special Contract Requirements

H.1 Option to Transition from Award Fee to Fixed Fee – Skills Augmentation

It is NASA's intention to transition all skills augmentation services from CPAF - CLINS 0002, 0005 and CLINS 0008, 0011 (if exercised) - to CPFF - CLINS 0006, 0007 and CLINS 0012, 0013 (if exercised) - under this contract if the conditions of this special contract requirement are met. The CO may exercise this option by issuance of a unilateral contract modification provided that NASA, in its sole discretion, determines the transition to be in the best interest of NASA, and provides the Contractor a preliminary written notice no later than 60 calendar days prior to the transition. NASA's determination to transition to use of CPFF skills augmentation CLINS will be based on the contractor's ability to demonstrate a firm understanding of the unique technical requirements and to demonstrate sustained, highly excellent, performance. The option to transition skills augmentation support from CPAF to CPFF will be evaluated periodically to determine if it is in the best interest of NASA based on the Contractor's performance to date. After transitioning skills augmentation to CPFF CLINs, NASA will continue to provide performance feedback through evaluation identified in Attachment J-3, Performance Requirements Summary, and related actions including, but not limited to, holding quarterly past performance meetings, formally documenting Contractor past performance, and requesting implementation of corrective actions, as necessary.

At no time will the Contractor be eligible for both the award fee and fixed fee for skills augmentation services. Upon transition to CPFF for skills augmentation, evaluation will be performed in accordance with Attachment J-3, Performance Requirements Summary. For each period, fee shall be distributed based upon either the applicable CPAF or CPFF contract terms or conditions.

Should this option be exercised, the following contract revisions apply along with any other language identified by the CO supporting the transition:

(a) The listed fixed fee clauses will apply to the skills augmentation work (CLINS 0006, 0007, 0012 if exercised, and 0013, if exercised) and be in effect for the applicable fee periods/pool(s):

(1) FAR 52.216-8, Fixed Fee
(2) NFS 1852.216-75, Payment of Fixed Fee
(3) NFS 1852.216-74, Estimated Cost and Fixed Fee

(b) The NTE fixed fee rate established at the start of the contract in Attachment J-7, Schedule of Rates and Description of Labor Categories, will be in effect. (Per FAR 15.404-4(c)(4)(i)(C), fee rate cannot exceed 10%).

(c) All other terms and conditions of the contract (excluding the award fee clauses) in effect prior to the exercise of the option will remain unchanged.

(End of Special Contract Requirement)

H.2 Option to Transition from Fixed Fee to Award Fee – Skills Augmentation

If the Government has exercised the Option to Transition from Award Fee to Fixed Fee - Skills Augmentation, the Government may use this Option to Transition from Fixed Fee to Award Fee - Skills Augmentation special contract requirement to transition all skills augmentation requirements from fixed fee (CLINS 0006, 0007, 0012 if exercised, and 0013 if exercised) back to award fee (CLINS 0002, 0005, 0008 if exercised, and 0011 if exercised). The CO may exercise this option by issuance of a unilateral contract modification provided that NASA, in its sole discretion, determines the transition to be in the best interest of NASA, and provides the Contractor a preliminary written notice no later than 60 calendar days prior to the transition. At no time will the Contractor be eligible for both the award fee and fixed fee for Skills Augmentation services. For each period, fee shall be distributed based upon either the CPAF or CPFF contract terms or conditions.

(a) Should this option be exercised, the award-fee clauses become in effect for the applicable fee periods.

(b) The NTE award fee rate Attachment J-7, Schedule of Rates and Description of Labor Categories, will be in effect for the applicable fee periods.

(c) The Fee in 1852.216-74 and 1852.216-85 will reflect the negotiated/earned fee amounts as fee evaluation periods are completed.

(d) All other terms and conditions of the contract (excluding the fixed fee provisions) in effect prior to the exercise of the option will remain unchanged.

(End of Special Contract Requirement)

H.3 Stennis Space Center Contractor Employee Badging

(a) It is anticipated that performance of the requirements of this contract will require employee picture credentials by the John C. Stennis Space Center (SSC). Contractor requests for credentialing of employees shall be submitted electronically, prior to employee Enter on Duty Date, by the Contractor 's HR or Security Representative into the Government provided system, Identity Management and Account Exchange (IDMAX).

Requests for credentialing will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the SSC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a fulltime contractor credential granting access to SSC. Contractor employees not previously cleared for a full-time contractor credential (e.g., not previously included in the NASA/SSC database) must complete the Electronic Questionnaires for Investigations Processing (EQIP) and sign the appropriate Release form(s) as soon as practicable. When these forms are completed and submitted to SSC Protective Services, the Contractor employees may be granted an extended visitor's badge granting SSC access for a period not to exceed 29 calendar days. This 29-day period is normally more than adequate for the Government to conduct its Background

Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation.

If the Contractor employee does not successfully clear the Background Investigation process within 29 calendar days, the extended visitor badge will be revoked. If the visitor badge is revoked, the Contractor employee may not enter SSC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the contracting officer.

(c) The Contractor shall establish procedures to ensure that credentialed Contractor employees who no longer require access to the Center process out and turn in their credential to the SSC Protective Services Badging Office ((Building 7001/North Reception Center or 3101/South Reception Center). An electronic PIV Employee Termination Request must also be submitted in IDMAX.

(End of Special Contract Requirement)

H.4 Stennis Space Center Asbestos And Lead

(a) During performance of this contract, Contractor personnel performing work in SSC and MAF buildings may come in contact with materials containing asbestos. Some buildings may contain asbestos spray applied insulations or asbestos around pipes, ducts, boilers and tanks. The Contractor shall be responsible for ensuring all applicable codes, standards and regulations are adhered to and enforced, including OSHA Standard 29 CFR 1910.1001, OSHA Standard 29 CFR 1926.1101 and USEPA 40 CFR Part 61, Subpart M. Prior to disturbing suspected asbestos in any manner, the Contractor shall notify the site NASA Environmental Officer, who serves as Asbestos Program Manager, for guidance. The Contractor shall be responsible for ensuring all Contractor personnel working on site are made aware of and comply with this clause.

(b) SSC has an Asbestos Hazard Control Plan (SCWI-8500-0019-ENV) and MAF has an Asbestos Program (AS60-OI-030), which address procedures for work involving potential asbestos exposure. The Contractor will be required to comply with the provisions of the SSC Plan and MAF Program whenever its work involves the potential for exposure to asbestos.

(c) In addition to asbestos, Contractor personnel may come in contact with lead-based paints. The location of lead-based paint has been documented on facility drawings to the extent possible. Other areas may require sampling and analysis if lead-based paints are suspected. SSC's Lead Hazard Control Plan (SCWI-8500-0018-ENV) and MAF Environmental Operations Program (AS60-OI-03) address management of potential lead containing materials.

(End of Special Contract Requirement)

H.5 Safety and Health Measures and Mishap Reporting. (PCD 25-52 DEVIATION)*

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce

(including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall maintain an effective worksite safety and health program with organized and systematic methods to—

(1) Comply with Federal, State, and local safety and occupational health laws and with the safety and occupational health requirements of this contract;
(2) Describe and assign the responsibilities of managers, supervisors, and employees;
(3) Inspect regularly for and identify, evaluate, prevent, and control hazards;
(4) Orient and train employees to eliminate or avoid hazards; and
(5) Periodically review the program's effectiveness.

Authorized Government representatives shall have access to and the right to examine the work site and related records under this Contract in order to determine the adequacy of the Contractor's safety and occupational health measures.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify the Contracting Officer or a designee any Type A, B, C, or D Mishap, or close calls as defined in NASA Procedural Requirement (NPR) 8621.1, Mishap and Close Call Reporting, Investigating, and Recordkeeping. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall cooperate with any Government-authorized investigation of Type A, B, C, or D Mishaps, or Close Calls reported pursuant to paragraph (d) of this clause by providing access to employees; and relevant information in the possession of the Contractor regarding the mishap or close call.

(f)(1) The Contracting Officer may notify the Contractor of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer will notify the Contractor orally, with written confirmation. The Contractor shall promptly take any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may—

(i) Invoke the stop-work order clause in this contract;
(ii) Require the Contractor to remove and replace Contractor or subcontractor personnel who fail to comply with or violate applicable requirements of this clause;
(iii) Record the Contractor's failure to comply in the appropriate databases of past performance; and
(iv) Consider the Contractor's failure to comply in any responsibility determination or evaluation of past performance.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g) in all subcontracts above the simplified acquisition threshold when the work will be conducted completely or partly on federally-controlled facilities.

(End of clause)

**Note: Per NASA PCD 25-52 issued December 19, 2026, former NFS Clause 1852.223-70 Safety and Health Measures and Mishap Reporting will be renumbered and relocated to NFS 1826. The Government intends to incorporate this change, once implemented, into this solicitation or the subsequent contract award.*

H.6 Safety and Health (Short Form). (PCD 25-52 DEVIATION)*

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA is committed to protecting the safety and health of the public, our team members, and those assets that the Nation entrusts to the Agency.

(b) The Contractor shall have a documented, comprehensive and effective health and safety program with a proactive process to identify, assess, and control hazards and take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c) in subcontracts that exceed the simplified acquisition threshold where work will be conducted completely or partly on Federally-controlled facilities.

(End of clause)

**Note: Per NASA PCD 25-52, issued December 19, 2026, former NFS Clause 1852.223-72 Safety and Health (Short Form) will be renumbered and relocated to NFS 1826. The Government intends to incorporate this change, once implemented, into this solicitation or the subsequent contract award.*

H.7 Major Breach of Safety or Security. (PCD 25-52 DEVIATION)*

(a) Safety is the freedom from those conditions that can cause death, injury, occupational

illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than $1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

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

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

(End of Clause)

**Note: Per NASA PCD 25-52, issued December 19, 2026, former NFS Clause 1852.223-75 Major Breach of Safety or Security will be renumbered and relocated to NFS 1826. The Government intends to incorporate this change, once implemented, into this solicitation or the subsequent contract award.*

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	Title	Effective Date
1852.208-81	Restrictions on Printing and Duplicating.	SEP 2025 (DEVIATION)
1852.228-76	Cross-Waiver of Liability for International Space Station Activities.	SEP 2025 (DEVIATION)
1852.242-72	Denied Access to NASA Facilities.	DEC 2025 (DEVIATION)

NFS Clauses Incorporated by Full Text

1852.209-71 Limitation of Future Contracting. DEC 1988

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

(b) The nature of this conflict is that in performing this contract, there are situations where the services performed may give rise to the significant potential organizational conflicts of interest listed below:

The contractor (or its proposed subcontractors), as part of its performance of a Government contract, has in some sense set the ground rules for another Government contract and could skew future competitions, whether intentionally or not, to their advantage. By virtue of their special knowledge of the agency's future requirements, the contractor or its proposed subcontractors would have an unfair advantage in the competition for those requirements.

Under ESSCA II performance, the contractor has the potential for biased ground rules organizational conflicts of interest in skills augmentation under PWS Section 3.0 Contract Major Skill Categories. Organizations within the MSFC Engineering Directorate use the ESSCA II contractor as an integrated part of the engineering team, and the ESSCA II contract may be tasked with supporting requirements identification, development of specifications, and other Government activities associated with procurements (e.g., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) where defining scope of future requirements is necessary. Though all of these tasks will require civil servant review and approval, it is possible that requirement or specification development will fall under the purview of ESSCA II contractors with specialized understanding of the engineering requirements the specifications will support. If these requirements or specifications are incorporated as part of a competitive acquisition, the successful ESSCA II contractor would have early knowledge of and influence over the requirement or specification definition, potentially allowing it an unfair advantage in the competition.

There is a concern that the successful contractor or its proposed subcontractor(s), as part of its performance of a Government contract, obtains access to another contractor’s proprietary, business confidential, or financial data and/or non-public Government information, which may provide the firm an unfair competitive advantage in a future competition. The Contractor shall protect this data/information from unauthorized use and disclosure and agrees not to use it, either directly or indirectly, in any proposals responding to a future Government solicitation.

Under ESSCA II performance, the contractor has the potential for unequal access to information organizational conflicts of interest in performance of skills augmentation under PWS Section 3.0 Contract Major Skill Categories. The contractor will provide oversight and insight functions, as well as systems engineering and integration support, that will require it to have access to detailed information from a variety of NASA prime contractors supporting SLS, HLS, and other NASA programs and projects. Examples of

this information include, but are not limited to, hardware designs, analyses, test results, and software code. This information could provide the ESSCA II contractor a deeper understanding of the technological innovations, proprietary approaches, and pricing strategies, offering the ESSCA II contractor an unfair advantage in future competitions.

There is a concern that the successful contractor or its proposed subcontractor(s) judgment and objectivity in performing their contract requirements may be impaired due to the fact that the substance of the contractor's performance has the potential to affect other interests of the contractor, thereby impairing the contractor's judgment and objectivity.

Under ESSCA II performance, the contractor has the potential for impaired objectivity organizational conflicts of interest in performance of skills augmentation under PWS Section 3.0 Contract Major Skill Categories and End-Items Deliverables PWS Section 4.0. The ESSCA II contractor may be asked to perform oversight and insight functions for various NASA program and project deliverables. The contractor may also be required to provide end-item deliverables under the contract. As a key part of the Engineering Directorate team supporting review and analysis, the ESSCA II contractor could be considered as part of a review or oversight team for work it, or its subcontractors, have performed as a prime or a subcontractor, or work performed by direct competitors that would have the potential to affect interests of the contractor.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements or work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime of first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(3) If the Contractor, through the performance of this contract, is considered for participation in technical reviews or to provide engineering consultation services on its own proposals/quotations, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s)), the Contractor shall be ineligible to perform such work as a prime or subcontractor.

(End of clause)

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 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at *any NASA locations designated in clause MSFC 52.237-91 Place of Performance*, 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)

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.

(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.

Program Manager

Senior Business Manager

(End of clause)

MSFC Clauses Incorporated by Full Text

MSFC 52.209-91 Associate Contractor Agreement (ACA). APR 2017

(a) The contractor shall enter into an ACA for any portion of the contract requiring cooperation and coordination with another NASA contractor in order to achieve successful contract performance.

(b) ACA shall include the following:

(1) Identification of the parties and the relevant NASA contract (see paragraph (e)).

(2) The specific area(s) of the contract requiring cooperation and coordination.

(3) A description of the proposed interfaces for each area.

(4) The specific nature of the cooperation and coordination for each area in terms of sharing technical data, knowledge, expertise, and/or other resources.

(5) Obligations regarding the protection of proprietary information and/or other restrictions on personnel.

(6) The identification of any organizational conflict of interest (OCI) created as a result of the ACA. (Resolution of identified OCIs shall be appended to the OCI plan in accordance with *DRD 1839-MA003*.)

(7) Expiration date or event.

(c) Prior to execution, a copy of each ACA shall be provided to the Contracting Officer for review and comment. However, notwithstanding the review and comment by the Contracting Officer, the Contractor shall remain fully responsible for the ACA and the successful performance of this contract. Furthermore, the Government shall not be liable in any manner for either a breach of the ACA by a party or the failure to resolve a disagreement with an associate contractor.

(d) Initial ACAs shall be in place within three months of contract award. Subsequent ACAs required during contract performance shall be executed within three months of written notification from the Contracting Officer.

(e) An initial ACA is required for each of the following relevant NASA contracts:

Safety and Mission Assurance Services II (80MSFC25D0004);
Marshall Engineering Technicians and Trades Support (METTS) III (80MSFC23CA004);

Marshall Operations Systems, Services, and Integration (MOSSI) II (80MSFC22CA016); MARVELS - Multibody ARTEMIS Vehicle Loads & Dynamics and Simulations Contract # TBD.

(End of clause)

MSFC 52.209-92 Disclosure of Organizational Conflict of Interest (OCI) After Contract Award. MAY 2017

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order or resolve the conflict. This reporting requirement also includes subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Organizational Conflict of Interest Plan. If there is an OCI plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships or modification of the work scope.

(End of clause)

MSFC 52.209-94 Resolution of Organizational Conflicts of Interest. MAR 2022

(a) The Organizational Conflict of Interest (OCI) Plan and its obligations (which includes any appended resolution strategies related to identified OCIs), are hereby incorporated in the contract by reference.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.

(2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer (CO) as soon as possible, but no later than three business days after discovery of the incident. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation.

After conducting such further inquiries and discussions as may be necessary, the CO and the Contractor shall agree on appropriate corrective action, if any. If, in the event that the CO and Contractor cannot come to an agreement, the CO may unilaterally direct corrective action as it relates to the performance of the contract.

(d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding OCI to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the OCI. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of clause)

MSFC 52.223-90 Asbestos Materials. APR 2021

Personnel performing work in buildings at Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF) may come in contact with materials containing asbestos. MSFC Building 4663 is of special concern since it is known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the building. Examples of asbestos-containing material are floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. To facilitate communication, MSFC has established a website where the inventory of asbestos-containing material, their condition and approximate location are provided. The URL for this website is https://eeoh-portal.ndc.nasa.gov/asbestos. If the Contractor is unable to access this URL, they may contact the Contracting Officer or MSFC's Environmental Engineering and Occupational Health (EEOH) Office (organization code AS10) for assistance. Prior to performing tasks which may disturb building material containing asbestos or suspected asbestos at MSFC or MAF, the Contractor shall notify MSFC's EEOH Office at 256 544-2390 or MAF’s Safety Health, Environmental and Mission Assurance (SHEMA) Office for assistance at 228-264-0458. The Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with the requirements of this clause.

(End of clause)

MSFC 52.223-91 Hazardous Material Reporting. FEB 2021

(a) If the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be barcoded for inventory. Alternative receiving points may be designated if approval is granted in accordance with MWI 8550.5, "Hazardous Material Management." Chemical containers shall be managed in accordance with the provisions of MWI 8550.5. The Contractor shall be responsible for ensuring that all Contractor /subcontractor personnel are made aware of and comply with this clause.

(b) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with clauses regarding hazardous materials, which may be contained in the contract and/or order.

(End of clause)

MSFC 52.223-92 Environmental - General Clause. AUG 2010

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of clause)

MSFC 52.223-95 Prevention of and Response to Threatening or Violent Behavior in the Workplace. MAR 2017

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening or Violent Behavior in the Workplace".

(End of clause)

MSFC 52.223-96 Medical Services. MAY 2021

Contractors with employees requiring NASA-specific and/or Occupational Safety and Health Administration (OSHA) required medical certification health examinations shall utilize the MSFC Medical Center's service provider for such services. The MSFC Medical Center's service provider is located in Building 4249, telephone 256-544-2390, and is generally open between 7:00 a.m. and 4:30 p.m., Monday through Thursday and 7:00 a.m.to 3:30 p.m. every other Friday (excluding Government holidays, Center-approved closures, early dismissals, or delayed openings), coinciding with the "NASA Quiet Friday" work schedule. Contractors shall utilize the MSFC emergency medical services system for any incident that occurs at MSFC and which requires emergency medical treatment by dialing 911. Additional emergency contact numbers are accessible from the MSFC "Safety, Health and Environmental - (SHE)" Web site located on SharePoint https://nasa.sharepoint.com/sites/msfc_she/SitePages/SHE-Points-of-Contact.aspx. Refer to MWI 1800.1, "MSFC Occupational Medicine" and MWI 3410.1, "Personnel Certification Program" for additional information.

(End of clause)

MSFC 52.223-97 Mandatory and Required Training. NOV 2024

The contractor shall ensure that all prime and subcontractor employees supporting the contract complete in a timely manner all applicable mandatory and required training courses listed at Attachment J-24 Mandatory and Required Training, as applicable, which indicates course titles, delivery method, frequency, and target audience, and which are subject to change during contract performance. Contractor and subcontractor employees shall also complete all other current or future training requirements specified in the Performance Work Statement, specifications, applicable documents (including NASA, MSFC, and Organizational level directives), Data Requirements Descriptions (DRDs), other contract clauses, and/or the System for Administration, Training, and Educational Resources for NASA (SATERN). SATERN provides web-based access to many required training courses and will be made available as necessary. The contractor shall also maintain complete records for each prime and subcontractor employee which document the successful completion dates of all required training. Training not available in SATERN shall be the responsibility of the contractor and/or subcontractor. While some certification training (e.g., NAME OF CERTIFICATION) may be available on a limited space basis, NASA/MSFC is not obligated to provide this training. The contractor may develop its own training for those courses not provided or obtain commensurate training from a qualified outside vendor. However, contractor-developed or acquired training does not give rise to an equitable adjustment to contract value.

(End of clause)

Section I – Contract Clauses

I.1 Drug- and alcohol-free workforce. (PCD 25-52 DEVIATION)*

(a) Definitions.
"Employee in a sensitive position" means a contractor or subcontractor employee who has been granted access to classified information; a contractor or subcontractor employee in other positions that the contractor or subcontractor determines could reasonably be expected to affect safety, security, National security, or functions other than the foregoing requiring a high degree of trust and confidence; and includes any employee performing in a position designated mission critical or performing mission critical duties. The term also includes any applicant who is tentatively selected for a position described in this paragraph.
"Mission Critical Space Systems" means the collection of all space-based and groundbased systems used to conduct space missions or support activity in space, including, but not limited to, the crewed space system, space-based communication and navigation systems, launch systems, and mission/launch control.
"Mission Critical Positions/Duties" means positions or duties which, if performed in a faulty, negligent, or malicious manner, could jeopardize mission critical space systems and/or delay a mission.

(b)(1) The Contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for preemployment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.

(2) In determining which positions to designate as "sensitive," the contractor may use NASA Procedural Requirements (NPR) 3792.1, NASA's Plan for a Drug Free Workplace, on "Testing Designated Positions" (TDPs) for Federal employees, as a guide for the criteria and in designating "sensitive" positions for contractor employees.

(3) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.

(4) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (73 FR 71858) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

(i) The Contractor shall test for the following drugs: Marijuana, Cocaine, Amphetamines, Opiates and Phencyclidine (PCP) in accordance with the mandatory Guidelines for Federal Workplace Drug Testing Programs Mandatory Guidelines, Section 3.1, and 49 CFR 40.85.

(ii) The contractor shall comply with the requirements and procedures for alcohol testing at 49 CFR Part 40.

(iii) The use of a controlled substance in accordance with the terms of a valid prescription, or other uses authorized by law shall not be subject to the requirements of this clause.

(5) The contractor shall conduct post-accident testing when the contractor determines the employee's actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed $20,000. Upon request, the Contractor shall provide the results of post-accident testing to the Contracting Officer.

(c)(1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.

(3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

(i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;

(ii) Following such determination, the individual refuses to undertake such a rehabilitation program;

(iii) Following such determination, the individual fails to complete such a rehabilitation program; or

(iv) The individual used a controlled substance or alcohol while on duty.

(d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions who are in need of assistance in resolving problems with the use of alcohol or controlled substances.

(e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.

(f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive

position, except subcontracts for commercial products and services (see FAR Parts 2 and 12).

(End of clause)

**Note: Per NASA PCD 25-52 issued December 19, 2026, former NFS Clause 1852.223-74 Drug- and alcohol-free workforce will be renumbered and relocated to NFS 1826. The Government intends to incorporate this change, once implemented, into this solicitation or the subsequent contract award.*

FAR Clauses incorporated by Reference

Number	Title	Effective Date
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, Recission, 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	Limitations on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel.	JAN 2011
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)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	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)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	DEC 2025 (DEVIATION)
52.210-1	Market Research.	JUN 2025 (DEVIATION)

52.211-15	Defense Priority and Allocation Requirements.	APR 2008
52.215-2	Audit and Records-Negotiation	DEC 2025 (DEVIATION)
52.215-8	Order of Precedence-Uniform Contract Format	DEC 2025 (DEVIATION)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	DEC 2025 (DEVIATION)
52.215-12	Subcontractor Certified Cost or Pricing Data.	DEC 2025 (DEVIATION)
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	DEC 2025 (DEVIATION)
52.215-14	Integrity of Unit Prices.	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions.	DEC 2025 (DEVIATION)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	DEC 2025 (DEVIATION)
52.215-19	Notification of Ownership Changes.	DEC 2025 (DEVIATION)
52.215-23	Limitations on Pass-Through Charges.	DEC 2025 (DEVIATION)
52.216-8	Fixed Fee.	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns	DEC 2025 (DEVIATION)
52.219-8	Utilization of Small Business Concerns.	DEC 2025 (DEVIATION)
52.219-9	Small Business Subcontracting Plan, ALT II	DEC 2025 (DEVIATION)
52.219-16	Liquidated Damages – Subcontracting Plan	DEC 2025 (DEVIATION)
52.219-28	Post-Award Small Business Program Rerepresentation	DEC 2025 (DEVIATION)
52.222-1	Notice to the Government of Labor Disputes.	DEC 2025 (DEVIATION)
52.222-3	Convict Labor	DEC 2025 (DEVIATION)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation.	DEC 2025 (DEVIATION)
52.222-19	Child Labor-Cooperation with Authorities and Remedies.	DEC 2025 (DEVIATION)
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment.	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)
52.222-41	Service Contract Labor Standards.	DEC 2025 (DEVIATION)
52.222-50	Combating Trafficking in Persons.	DEC 2025 (DEVIATION)
52.222-54	Employment Eligibility Verification.	DEC 2025 (DEVIATION)
52.222-62	Paid Sick Leave under Executive Order 13706	DEC 2025 (DEVIATION)
52.223-3	Hazardous Material Identification and Safety Data.	DEC 2025 (DEVIATION)
52.223-5	Pollution Prevention and Right-to-Know Information.	MAY 2024

52.223-11	Ozone-Depleting Substances.	DEC 2025 (DEVIATION)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	DEC 2025 (DEVIATION)
52.225-1	Buy American-Supplies.	DEC 2025 (DEVIATION)
52.225-8	Duty-Free Entry.	OCT 2025
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
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	JUN 2020
52.227-10	Filing of Patent Applications-Classified Subject Matter.	DEC 2007
52.227-11	Patent Rights-Ownership by the Contractor.	MAY 2014
52.227-16	Additional Data Requirements.	JUN 1987
52.228-7	Insurance-Liability to Third Persons.	MAR 1996
52.229-12	Tax on Certain Foreign Procurements.	AUG 2025 (DEVIATION)
52.230-2	Cost Accounting Standards.	SEP 2025 (DEVIATION)
52.230-6	Administration of Cost Accounting Standards.	SEP 2025 (DEVIATION)
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	DEC 2025 (DEVIATION)
52.232-23	Assignment of Claims.	MAY 2014
52.232-25	Prompt Payment.	JAN 2017
52.232-25 ALT I	Prompt Payment. Alternate I	JAN 2017 FEB 2002
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 ALT I	Disputes. Alternate I	SEP 2025 (DEVIATION) SEP 2025 (DEVIATION)
52.233-3 ALT I	Protest after Award. Alternate I	SEP 2025 (DEVIATION) SEP 2025 (DEVIATION)
52.233-4	Applicable Law for Breach of Contract Claim.	SEP 2025 (DEVIATION)
52.236-13 Alt I	Accident Prevention. Alternate I	AUG 2025 (DEVIATION) NOV 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984

52.237-3	Continuity of Services.	JAN 1991
52.240-91	Security Prohibitions and Exclusions	SEP 2025 (DEVIATION)
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	DEC 2025 (DEVIATION)
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-5	Payments to Small Business Subcontractors.	JAN 2017
52.242-13	Bankruptcy.	JUL 1995 (DEVIATION)
52.243-1 ALT II	Changes-Fixed-Price. Alternate II	JUL 2025 (DEVIATION) JUL 2025 (DEVIATION)
52.243-2	Changes-Cost-Reimbursement.	JUL 2025 (DEVIATION)
52.244-5	Competition in Subcontracting.	AUG 2024
52.245-1	Government Property.	SEP 2021
52.245-9	Use and Charges.	APR 2012
52.246-23	Limitation of Liability.	FEB 1997
52.246-24 ALT I	Limitation of Liability-High-Value Items Alternate I	FEB 1997 APR 1984
52.246-25	Limitation of Liability-Services.	FEB 1997
52.246-26	Reporting Nonconforming Items.	AUG 2024
52.247-63	Preference for U.S.-Flag Air Carriers.	JAN 2025
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels.	DEC 2025 (DEVIATION)
52.247-68	Report of Shipment (REPSHIP).	FEB 2006
52.247-69	Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking.	JAN 2025
52.248-1	Value Engineering.	SEP 2025 (DEVIATION)
52.249-2	Termination for Convenience of the Government (Fixed-Price).	APR 2012
52.249-6	Termination (Cost-Reimbursement).	MAY 2004
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms.	NOV 2025 (DEVIATION)

Additional Regulation or Supplement Clauses Incorporated by Reference

Number	**Title**	**Effective Date**
1852.203-70	Display of Inspector General Hotline Posters.	SEP 2025 (DEVIATION)
1852.203-71	Requirement to Inform Employees of Whistleblower Rights.	SEP 2025 (DEVIATION)
1852.215-84	Ombudsman.	NOV 2023
1852.216-89	Assignment and Release Forms.	DEC 2025 (DEVIATION)
1852.219-75	Individual Subcontracting Reports.	APR 2015
1852.219-77	NASA Mentor-Protégé Program.	OCT 2023
1852.219-79	Mentor Requirements and Evaluation	OCT 2023

1852.227-11	Patent Rights—Ownership by the Contractor.	JAN 2026 (DEVIATION)
1852.227-88	Government-furnished Computer Software and Related Technical Data.	APR 2015
1852.228-75	Minimum Insurance Coverage.	SEP 2025 (DEVIATION)
1852.235-70	NASA Scientific and Technical Information (STI) Compliance and Distribution Services	SEP 2025 (DEVIATION)
1852.237-70	Emergency Evacuation Procedures.	DEC 2025 (DEVIATION)
1852.237-72	Access to Sensitive Information.	DEC 2025 (DEVIATION)
1852.237-73	Release of Sensitive Information.	DEC 2025 (DEVIATION)
1852.242-78	Emergency Medical Services and Evacuation.	DEC 2025 (DEVIATION)
1852.246-74	Contractor Counterfeit Electronic Part Detection and Avoidance.	SEP 2025 (DEVIATION)

FAR Clauses Incorporated by Full Text

52.203-14 Display of Hotline Poster(s). NOV 2021

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*

NASA Inspector General Hotline	https://oig.nasa.gov/nasa-oig-whistleblower-protection/#Posters

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.215-21 ALT I, ALT III, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. DEC 2025 (DEVIATION)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) 15.403-3(a) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR 15.403-3(a) is adjusted for inflation as set forth in FAR part 1, the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
(ii) Information on modifications of contracts or subcontracts for commercial products or commercial services. (A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service, to a contract or subcontract for the acquisition of other than a commercial product or commercial service.

(B) For a commercial product and commercial service exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include-

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor’s determination of the prices to be offered in the catalog or marketplace.

(b)(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: [Insert description of the data and format that are required and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408-2, Table 15-1, Note 2. The description may be inserted at the time of issuing the request for proposals, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.403-4.

(c) Submit the cost portion of the proposal via the following electronic media: *As directed in modification Request for Proposal.*

(End of clause)

52.216-7 Allowable Cost and Payment. DEC 2025 (DEVIATION)

(a) Invoicing.(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the *30th* day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made–

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in

writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-
(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives

notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 Ordering. AUG 2020

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *October 1, 2026* through *January 31, 2032*.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. OCT 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than *$10,000*, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of *$500,000,000*;

(2) Any order for a combination of items in excess of *$500,000,000*; or

(3) A series of orders from the same ordering office within *30 calendar* days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within *3* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. DEC 2025 (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *the end of the order's period of performance*.

(End of clause)

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 *60 days*.

(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 *30 days*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60* 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 *8 years and 10 months*.

(End of clause)

52.222-2 Payment for Overtime Premiums. DEC 2025 (DEVIATION)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ***$0*** or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above must include all estimated overtime for contract completion and must-

(1) Identify the work unit; *e.g.,* department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

** Insert either "zero" or the dollar amount agreed to during negotiations.*

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires. MAY 2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Engineering Technician 6/ SCLS Code 30086	*Government Equivalent GS-11/$36.90-$47.96*
Engineering Technician 5 / SCLS Code 30085	*Government Equivalent GS-09/$30.49-$39.64*
Engineering Technician 4 / SCLS Code 30084	*Government Equivalent GS-07/$24.93-$32.41*
Engineering Technician 3/ SCLS Code 30083	*Government Equivalent GS-05/$20.13-$26.16*
Engineering Technician 2/ SCLS Code 30082	*Government Equivalent GS-04/$17.99-$23.39*
Engineering Technician 1/ SCLS Code 30081	*Government Equivalent GS-03/$16.03-$20.83*

(End of clause)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 13658 (due to Revocation of Executive Order 14026)

(a) Definitions. As used in this clause—
‘‘United States’’ means the 50 states and the District of Columbia.
‘‘Worker’’—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and —

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);
(ii) Other than individuals employed in a bona fide executive, administrative, professional capacity, as those terms are defined in 29 CFR part 541; and
(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of

Apprenticeship.

(b) Executive Order minimum wage rate. (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $13.30 per hour beginning January 1, 2025.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2025 and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the FEDERAL REGISTER no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and

clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).
(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records. (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;
(ii) The worker's occupation(s) or classification(s);
(iii) The rate or rates of wages paid;
(iv) The number of daily and weekly hours worked by each worker;
(v) Any deductions made; and
(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.223-2 Reporting of Biobased Products Under Service and Construction Contracts. DEC 2025 (DEVIATION)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) Requirement. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

52.223-7 Notice of Radioactive Materials. DEC 2025 (DEVIATION)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, *60** days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

** The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions.*

(End of clause)

52.223-23 Sustainable Products. DEC 2025 (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.227-14 Rights in Data-General ALT II, ALT III, ALT V. MAY 2014 as Modified by NFS 1852.227-14

(a) Definitions. As used in this clause-

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

Computer software-

(1) Means

(i)Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii)Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i)Data first produced in the performance of this contract;

(ii)Form, fit, and function data delivered under this contract;

(iii)Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv)All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i)Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii)Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii)Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv)Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of 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 shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

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

(End of Notice)

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without
the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-
(i)Identifies the data; and

(ii)Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(4)(i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.

(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i)Identifies the data to which the omitted notice is to be applied;

(ii)Demonstrates that the omission of the notice was inadvertent;

(iii)Establishes that the proposed notice is authorized; and

(iv)Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i)Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii)Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i)Identify the data being withheld; and

(ii)Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *(i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part. (iv) Emergency repair or overhaul work. (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the United States Government for information or evaluation, for*

interface/integration assessments, 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.

(End of notice)

(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.

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to three years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year. APR 1984

Funds are not presently available for performance under this contract beyond *September 30, 2027*. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond *September 30, 2027*, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.244-2 Subcontracts. JUN 2020

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).
"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) Is fixed-price and exceeds-
(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or
(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
N/A

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;
(B) The most significant considerations controlling establishment of initial or revised prices;
(C) The reason certified cost or pricing data were or were not required;
(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
N/A

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services. DEC 2025 (DEVIATION)

(a) Definitions. As used in this clause—

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) Requirements.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8	Utilization of Small Business Concerns	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
52.222-41	Service Contract Labor Standards	DEC 2025 DEVIATION
52.222-50	Combating Trafficking in Persons	DEC 2025 DEVIATION
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	DEC 2025 DEVIATION
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	DEC 2025 DEVIATION

52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	DEC 2025 DEVIATION
52.222-54	Employment Eligibility Verification	DEC 2025 DEVIATION
52.222-62	Paid Sick Leave Under Executive Order 13706	DEC 2025 DEVIATION
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	SEP 2025 DEVIATION
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	SEP 2025 DEVIATION
52.240-92	Security Requirements	SEP 2025 DEVIATION
52.240-92 with Alt II	Security Requirements, with its Alternate II	SEP 2025 DEVIATION
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) Subcontracts. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

52.247-1 Commercial Bill of Lading Notations. FEB 2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the *NASA Marshall Space Flight Center* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the *NASA Marshall Space Flight Center* and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. *TBD*. This may be confirmed by contacting *TBD*."

(End of clause)

52.247-67 Submission of Transportation Documents for Audit. FEB 2006

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

NASA/Shared Services Center, Financial Management Division (FMD), Accounts Payable, Bldg 1111, Jerry Hlass Road, NSSC-AccountsPayable@nasa.gov, Stennis Space Center, MS 39529

(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):

Revolutionary FAR Overhaul and associated NASA Procurement Class Deviations: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

NASA FAR Supplement: https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

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 FAR Supplement* (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)

NFS Clauses Incorporated by Full Text

1852.216-80 Task Ordering Procedure. DEC 2025 (DEVIATION)

(a) Only the contracting officer may issue task orders to the contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the contracting officer.

(b) Prior to issuing a task order, the contracting officer shall provide the contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
(3) A request for a task plan from the contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the contractor's proposal.

(c) Within *3 (for emergency task order) and 7 (for nominal task or delivery order), unless a longer time period is designated by the CO in the order request,* calendar days after receipt of the contracting officer's request, the contractor
shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the contracting officer may issue a task order to the contractor containing, as a minimum, the following:

(1) Date of the order.
(2) Contract number and order number.
(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
(4) Performance standards, and where appropriate, quality assurance standards.
(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The contractor shall provide acknowledgment of receipt to the contracting officer within *3* calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The contracting officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the contractor's approved task plan, the task order shall prevail.

(End of clause)

1852.225-71 Restriction on Funding Activity with China. DEC 2025 (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)

1852.240-75 Security Classification Requirements. SEP 2025 (DEVIATION)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of *Top Secret*. See Federal Acquisition Regulation clause 52.240-92 in this contract and DD Form 254, Contract Security Classification Specification, Attachment *J-20 DD254, Department of Defense Contract Security*

Classification Specification, which will be issued with contract award.

(End of clause)

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)