

**Model Firm
Fixed Price
(FFP) Contract**

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated under Attachment Number J-1.

“TITLE”

(End of clause)

B.2 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$ _____.

(End of clause)

B.3 PAYMENT SCHEDULE

Payment	Deliverable	Due Date of Report	Amount
1	Technical Interchange Meeting 1 and Briefing Package	3 rd Month	\$
2	Technical Interchange Meeting 1 and Briefing Package	5 th Month	\$
3	Final Study Report	6 th Month	\$
		TOTAL	\$

(End of clause)

[End of section]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 MSFC 52.211-93 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (FEB 2001)

The Description/Specifications/Statement of Work is Attachment J-1.

(End of clause)

[End of section]

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SECTION D – PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE – SECTION D

Clause(s):

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

(End of clause)

[End of section]

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s):

- 52.246-7 Inspection of Research and Development – Fixed-Price. (AUG 1996)
- 52.246-16 Responsibility for Supplies. (APR 1984)

(End of clause)

E.2 INSPECTION AND ACCEPTANCE

NASA reserves not less than thirty (30) days after receipt of all deliverables to provide the Contractor a written notice of acceptance or non-acceptance.

(End of clause)

[End of section]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clause(s):

52.242-15 Stop-Work Order. (AUG 1989)
52.247-34 F.O.B Destination. (NOV 1991)

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is 6 months from the effective date of award.

(End of clause)

[End of section]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE – SECTION G

Clause(s):

1852.227-11 Patent Rights – Retention by the Contractor (Short Form).
1852.227-70 New Technology (May 2002).

(End of clause)

G.2 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

52. For purposes of administration of the clause of this contract entitled “New Technology” or “Patent Rights – Retention by the Contractor (Short Form),” whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative

NASA
George C. Marshall Space Flight Center
Attn: ED03/New Technology Representative
Marshall Space Flight Center, AL 35812

Patent Representative

NASA
George C. Marshall Space Flight Center
Attn: LS01/Chief Intellectual Property Counsel
Marshall Space Flight Center, AL 35812

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a “New Technology” clause or “Patent Rights – Retention by the Contractor (Short Form)” clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.3 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement [1842.270](#). “Technical direction” means a directive to the Contractor that approves approaches, solutions,

designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that –

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

I All technical direction shall be issued in writing by the COTR.

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

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

[End of section]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE – SECTION H

Clause(s):

- 1852.208-81 Restrictions on Printing and Duplicating. (NOV 2004)
- 1852.223-75 Major Breach of Safety or Security. (FEB 2002)
- 1852.235-73 Final Scientific and Technical Reports. (DEC 2006) Alternate II. (DEC 2005)
- 1852.244-70 Geographic Participation in the Aerospace Program. (APR 1985)

(End of clause)

H.2 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (APR 2002)

52. 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 consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(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 Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where 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 shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

H.3 1852.225-70 EXPORT LICENSES. (FEB 2000)

52. 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 Marshall Space Flight Center (MSFC), where the foreign person will have access to export-controlled technical data or software.

I 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)

[End of section]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.2 CLAUSES INCORPORATED BY REFERENCE – SECTION I

Clause(s):

- 52.202-1 Definitions. (JUL 2004)
- 52.203-3 Gratuities. (APR 1984)
- 52.203-5 Covenant Against Contingent Fees. (APR 1984)
- 52.203-7 Anti-Kickback Procedures. (JUL 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007)
- 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
- 52.204-7 Central Contractor Registration. (APR 2008)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)
- 52.211-15 Defense Priority and Allocation Requirements. (APR 2008)
- 52.215-2 Audit and Records – Negotiation. (MAR 2009)
- 52.215-8 Order of Precedence – Uniform Contract Format. (OCT 1997)
- 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

- 52.219-8 Utilization of Small Business Concerns. (MAY 2004)
- 52.219-9 Small business Subcontracting Plan. (APR 2008) Alternate II (OCT 2001)
- 52.219-14 Limitations on Subcontracting. (DEC 1996)
- 52.219-16 Liquidated Damages – Subcontracting Plan. (JAN 1999)
- 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)
- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)
- 52.222-3 Convict Labor. (JUN 2003)
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)
- 52.222-26 Equal Opportunity. (MAR 2007)
- 52.222-29 Notification of Visa Denial. (JUN 2003)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
- 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other eligible Veterans. (SEP 2006)
- 52.222-50 Combating Trafficking in Persons. (FEB 2009)
- 52.222-54 Employment Eligibility Verification. (JAN 2009)
- 52.223-6 Drug-Free Workplace. (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2006)
- 52.227-1 Authorization and Consent. (DEC 2007) – Alternate I (APR 1984)
- 52.227-11 Patent Rights-Ownership by the Contractor. (DEC 2007)
- 52.227-14 Rights in Data—General. (DEC 2007) – Alternate II (DEC 2007) – Alternate III (DEC 2007)
- 52.227-16 Additional Data Requirements. (JUN 1987)
- 52.229-3 Federal, State, and Local Taxes. (APR 2003)
- 52.232-2 Payments under Fixed-Price Research and Development Contracts. (APR 1984)
- 52.232-9 Limitation on Withholding of Payments. (APR 1984)
- 52.232-17 Interest. (OCT 2008)

- 52.232-23 Assignment of Claims. (JAN 1986)
- 52.232-25 Prompt payment. (OCT 2008)
- 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration. (OCT 2003)
- 52.233-1 Disputes. (JUL 2002) – Alternate I (DEC 1991)
- 52.233-3 Protest after Award. (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)
- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-1 Changes – Fixed-Price. (AUG 1987) – Alternate V (APR 1984)
- 52.244-6 Subcontracts for Commercial Items. (MAR 2007)
- 52.246-25 Limitation of Liability – Services. (FEB 1997)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)
- 52.249-9 Default (Fixed-Price Research and Development). (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)
- 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)
- 1852.219-75 Small Business Subcontracting Reporting. (MAY 1999)
- 1852.219-77 NASA Mentor-Protege Program. (JUN 2009)
- 1852.235-70 Center for AeroSpace Information. (DEC 2006)
- M52.252-90 Representations, Certifications, and Other Statements of Offerors or Quotes Incorporated by Reference. (FEB 2001)

I.3 1852.215-84 OMBUDSMAN. (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Robin Henderson, MSFC/DE01, Marshall Space Flight Center, AL 35812, telephone 256-544-1919, facsimile 256-544-7920, and e-mail Robin.N.Henderson@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail

james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.4 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.6 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUNE 2005)

(a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider’s contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government’s right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating

under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[End of section]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
J-1	Statement of Work	RESERVED
J-2	Data Procurement Document	J-2-1 – J-2-17

[End of section]

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