SECTION I – CONTRACT CLAUSES

I.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. Federal Acquisition Regulation (48 CFR Chapter 1)

Provision Number	Date	Title
52.202-1	Jan 2012	Definitions
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	Oct 2010	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
52.203-14	Dec 2007	Display of Hotline Poster(s) (Poster(s) can be obtained from Office of the Inspector General, Fraud Detection Office, Attn: Poster Request, 1300 N. 17th Street, Suite 3200 Arlington, VA 22209)
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
52.204-10	Jul 2013	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	Jul 2013	System for Award Management Maintenance

52.209-6	Aug 2013	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.210-1	Apr 2011	Market Research
52.211-15	Apr 2008	Defense Priority and Allocation Requirements
52.215-2	Oct 2010	Audit and Records – Negotiation
52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
52.215-11	Aug 2011	Price Reductions for Defective Certified Cost or Pricing Data - Modifications
52.215-13	Oct 2010	Subcontractor Certified Cost or Pricing Data - Modifications
52.215-17	Oct 1997	Waiver of Facilities Capital Cost of Money
52.215-18	Jul 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data – Modifications; Alt III (Oct 1997) [Insert: CD(s) or CD-ROM(s)]
52.215-23	Oct 2009	Limitations on Pass-Through Charges
52.216-7	Jun 2013	Allowable Cost and Payment [Insert: (a)(3) "30th"] *(Applicable to cost-reimbursement only)*
52.216-8	Jun 2011	Fixed Fee *(Applicable to cost-reimbursement only)*
52.216-18	Oct 1995	Ordering [Insert: July 1, 2014 through June 30, 2017]
52.216-19	Oct 1995	Order Limitations [Insert: (a) $25,000, (b)(1) $10,000,000, (b)(2) $20,000,000, (b)(3) 30 calendar, (d) 7 calendar]
52.217-8	Nov 1999	Option to Extend Services [Insert: 30 days before the end of the period of performance set forth in Clause F.3, Period of Performance]
52.217-9	Mar 2000	Option to Extend the Term of the Contract [Insert: (a) 30 days, 60 days; (c) 5 years]

52.219-6	Nov 2011	Notice of Total Small Business Set-Aside
52.219-8	Jul 2013	Utilization of Small Business Concerns
52.219-14	Nov 2011	Limitations on Subcontracting
52.219-28	Jul 2013	Post-Award Small Business Program Rerepresentation [Insert: 541511 and NNJ14HA03B]
52.222-2	Jul 1990	Payment for Overtime Premiums *(Applicable to cost-reimbursement only)* [Insert: “zero”]
52.222-3	Jun 2003	Convict Labor
52.222-17	Jan 2013	Nondisplacement of Qualified Workers
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sept 2010	Equal Opportunity for Veterans
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2010	Employment Reports on Veterans
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Aug 2013	Employment Eligibility Verification
52.223-3	Jan 1997	Hazardous Material Identification and Material Safety Data
52.223-5	May 2011	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-10	May 2011	Waste Reduction Program
52.223-15	Dec 2007	Energy Efficiency in Energy-Consuming Products
52.223-16	Dec 2007	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
52.223-17	May 2008	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts

52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-19	May 2011	Compliance with Environmental Management Systems
52.225-1	Feb 2009	Buy American Act – Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-11	Dec 2007	Patent Rights – Ownership by the Contractor, as modified by NFS 1852.227-11
52.227-14	Dec 2007	Rights in Data – General, as modified by NFS 1852.227-14
52.227-16	Jun 1987	Additional Data Requirements
52.228-5	Jan 1997	Insurance – Work on a Government Installation *(Applicable to fixed-price only)*
52.228-7	Mar 1996	Insurance – Liability to Third Persons *(Applicable to cost-reimbursement only)*
52.229-3	Feb 2013	Federal, State, and Local Taxes *(Applicable to fixed-price only)*
52.232-1	Apr 1984	Payments *(Applicable to fixed-price only)*
52.232-8	Feb 2002	Discounts for Prompt Payment *(Applicable to fixed-price only)*
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-11	Apr 1984	Extras *(Applicable to fixed-price only)*
52.232-17	Oct 2010	Interest
52.232-18	Apr 1984	Availability of Funds
52.232-19	Apr 1984	Availability of Funds for Next Fiscal Year [Insert: September 30, 2014, September 30, 2014]
52.232-22	Apr 1984	Limitation of Funds *(Applicable to cost-reimbursement*

		only)
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jul 2013	Prompt Payment *(Applicable to cost-reimbursement only)*
52.232-33	Jul 2013	Payment by Electronic Funds Transfer – System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award *(Applicable to fixed-price only);* (Alt. I) (Jun 1985) *(Applicable to cost-reimbursement only)*
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-1	Apr 1984	Notice of Intent to Disallow Costs *(Applicable to cost-reimbursement only)*
52.242-3	May 2001	Penalties for Unallowable Costs *(Applicable to cost-reimbursement only)*
52.242-4	Jan 1997	Certification of Final Indirect Costs *(Applicable to cost-reimbursement only)*
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes – Fixed Price; Alt I (Apr 1984) *(Applicable to fixed-price only)*
52.243-2	Aug 1987	Changes – Cost Reimbursement (Alt. I) (Apr 1984) *(Applicable to cost-reimbursement only)*
52.244-2	Oct 2010	Subcontracts
52.244-5	Dec 1996	Competition in Subcontracting
52.244-6	Jul 2013	Subcontracts for Commercial Items

52.245-1	Apr 2012	Government Property
52.245-9	Apr 2012	Use and Charges
52.246-25	Feb 1997	Limitation of Liability
52.247-1	Feb 2006	Commercial Bill of Lading Notations
52.247-63	Jun 2003	Preference for U.S.-Flag Air Carriers
52.248-1	Oct 2010	Value Engineering
52.249-2	Apr 2012	Termination for Convenience of the Government (Fixed-Price) *(Applicable to fixed-price only)*
52.249-6	May 2004	Termination (Cost-Reimbursement) *(Applicable to cost-reimbursement only)*
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service) *(Applicable to fixed-price only)*
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

II. NASA FAR Supplement (48 CFR Chapter 18)

Provision Number	Date	Title
1852.203-70	Jun 2001	Display of Inspector General Hotline Posters
1852.204-76	Jan 2011	Security Requirements for Unclassified Information Technology Resources
1852.216-89	Jul 1997	Assignment and Release Forms *(Applicable to cost-reimbursement only)*
1852.219-74	Sep 1990	Use of Rural Area Small Businesses
1852.223-74	Mar 1996	Drug- and Alcohol-Free Workforce
1852.237-70	Dec 1988	Emergency Evacuation Procedures

1852.237-72	Jun 2005	Access to Sensitive Information
1852.237-73	Jun 2005	Release of Sensitive Information
1852.243-71	Mar 1997	Shared Savings

(End of Clause)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Associate Director for the Office of Procurement at NASA Johnson Space Center and shall not be binding until so approved.

(End of Clause)

I.3 FAR 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010) (DEVIATION NASA PIC 10-16) (OCT 2010)

(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(2) At the first semi-annual update on or after April 15, 2011, the contractor shall post again any required information that the contractor posted prior to April 15, 2011.

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) Public access to information in FAPIIS.

(i) Public requests for system information that was posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publically available.

(End of Clause)

I.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via *https://www.acquisition.gov*.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after 12 months after the end of the period of performance stated in Clause F.3, Period of Performance.

(End of Clause)

I.7 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (Aug 2012) (Deviation)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

I.8 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (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)

I.10 NFS 1852.215-84 OMBUDSMAN (NOV 2011); ALTERNATE I (JUN 2000)

(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, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of Clause)

I.11 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this

clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 7 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 1 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)

I.12 1852.225-71 RESTRICTION OF FUNDING ACTIVITY WITH CHINA (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

I.13 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED, OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)

(a) Definitions -

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

"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.

"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include-

(i) Systems acquired by a contractor incidental to a contract;

(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control

devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

(iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including-

(1) A brief description of the item(s); and

(2) Vendor/manufacturer's company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of Clause)

I.14 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

[END OF SECTION]