

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

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

#### **I. Federal Acquisition Regulation (48 CFR Chapter 1)**

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
	NONE	

#### **II. NASA FAR Supplement (48 CFR Chapter 18) Clauses**

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
1852.208-81	Restrictions on Printing and Duplicating	NOV 2004
1852.223-70	Safety and Health	APR 2002
1852.223-75	Major Breach of Safety or Security	FEB 2002
1852.228-76	Cross-waiver of liability for International Space Station activities	OCT 2012
1852.228-78	Cross-waiver of liability for science or space exploration activities unrelated to the International Space Station	OCT 2012

(End of Clause)

### **H.2 NFS 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: **This effort requires support to the insight and oversight functions of the ISS, Commercial Crew and MPCV Orion Project and its contractor developed products.**

(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 of 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 or 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.

(End of clause)

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

(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 JSC, 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)

#### H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

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

<u>Key Personnel Name</u>	<u>Official Title</u>

**ONLY KEY PERSONNEL NAME(S) AND OFFICIAL(S) TITLES TO BE PROPOSED BY OFFEROR**

(End of clause)

#### H.5 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) ALTERNATE II (SEP 1989)

(a) The on-site Government personnel observe the following holidays:

New Year's Day  
 Labor Day  
 Martin Luther King, Jr.'s Birthday  
 Columbus Day  
 President's Day  
 Veterans Day  
 Memorial Day

- Thanksgiving Day  
Independence Day  
Christmas Day  
Any other day designated by Federal statute, Executive order, or the President's proclamation.
- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
- (c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

#### **H.6 JSC 52.219-90 SMALL BUSINESS SUBCONTRACTING GOALS (OCT 2006) (JOHNSON PROCUREMENT INSTRUCTION)**

For purposes of this clause, the terms, "HUBZone Small Business Concern," "Small Disadvantaged Business Concern," "Service-Disabled, Veteran-Owned Small Business Concern," "Veteran-Owned Small Business Concern," "Women-Owned Small Business Concern," and "Historically Black College or University (HBCU)" are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is \_\_ percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns	___ percent
Woman-Owned Small Business Concerns	___ percent
HUBZone Small Business Concerns	___ percent
Veteran-Owned Small Business Concern	___ percent
Service-Disabled, Veteran-Owned Small Business Concern	___ percent
HBCU's (includes other minority institutions)	___ percent

**[Offeror to fill-in]**  
(End of clause)

## **H.7 JSC 52.223-93 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS (FEB 2011)**

- (a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; and JWI 8570.1, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD11, Environmental and Energy Consuming Product Compliance Reports.
- (b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.
- (c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility

owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

#### **H.8 JSC 52.242-94 ADMINISTRATIVE LEAVE (SEP 2008) (JOHNSON PROCUREMENT INSTRUCTION)**

- (a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:
- (1) Contractor personnel working on-site; and
  - (2) Contractor personnel dedicated to the contract effort who are
- (i) working off-site within 10 miles of JSC; and
- (ii) unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

- (b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.
- (1) If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.
  - (2) For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.
  - (3) All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative

Leave.” All such invoices paid will be subject to review, audit, and revision when routine operations re-commence.

- (c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

## H.9 ASSOCIATE CONTRACTOR AGREEMENTS

- (a) In order to achieve the requirements of this contract, the Contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The associate contractors contemplated include the following contracts or their successors:

Key Contract(s):

- NNJ13HA01C; JSC Engineering, Technology, and Science Contract (JETS)
- NNJ13HD80C; Human Health Performance Contract (HHPC)
- NNJ10HB13B, NNJ10HB14B, NNJ10HB15B, NNJ10HB16B; Crew, Robotics, Avionics, and Vehicle Equipment (CRAVE) 2 Contract,
- TBD; Robotics, Vehicle, and Graphics Simulation Services (RVGSS)
- TBD; Software, Robotics, and Space System Services (SRS3)
- NAS15-10000; ISS Sustaining Contract
- NNJ06TA25C; Crew Exploration Vehicle Contract
- NNJ09HA15C; Integrated Mission Operations Contract (IMOC)
- NNJ09HD46C; Facilities Development and Operations Contract (FDOC)
- TBD; Integrated Mission Operations Contract II (IMOC II)
- NNJ10TB01C; Extravehicular Space Operations Contract (ESOC)
- NNJ09TA40C; Constellation Space Suits System (CSSS)

- (b) The Contractor shall document agreements with other associate contractors described in (a) above via associate contractor agreements. This clause is applicable to any subsequent follow-on contracts. The Government will not be a party in such associate contractor agreements. A copy of each such agreement shall be provided to the Contracting Officer. All costs associated with such agreements are included in the negotiated cost of this contract.

- (c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with an associate contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
  
- (d) The contractors shall establish formal guidelines to address coordination, cooperation and communication. All program elements shall work in a coordinated fashion. Each contractor shall establish the means for the exchange of such data and communications as needed in order to keep other project elements fully informed and to minimize Government involvement.

(End of clause)

**[END OF SECTION]**