

**BLANKET PURCHASE AGREEMENT  
TERMS AND CONDITIONS**

**ARTICLE 1 - ACCEPTANCE OF BLANKET PURCHASE AGREEMENT**

The Contractor's unconditional acceptance of this Blanket Purchase Agreement (BPA), including all terms and conditions herein shall be considered binding upon the delivery of the first Call placed hereunder by the Contracting Officer. Failure of the Contractor to comply with any of the below-cited terms and conditions or the schedules or any Call placed hereunder may be cause for the immediate termination of this Agreement.

**ARTICLE 2 - EFFECTIVE ORDERING PERIOD**

The effective ordering period of this BPA is 5 years from the award date.

**ARTICLE 3 - EXTENT OF OBLIGATION**

The Government will be obligated under this Agreement only to the extent of written Calls and Revision to Calls, if any, as signed and executed by the Contracting Officer.

**ARTICLE 4 - CHANGE OF CONTACT INFORMATION**

Contractor shall notify the Code 210.M (Mission Enabling Procurement) Contracting Officer in writing upon changes to the company's ownership, name, address, and contact person.

**ARTICLE 5 - PRICING**

All purchases made under the provisions of this Agreement shall be priced at the Contractor's established price. The Contractor's prices shall be as low as, or lower than those charged the supplier's most favored customer, in addition to the actual discount allowed the Government. All calls shall be established on a firm fixed price basis.

**ARTICLE 6 - CALL LIMITATION**

Individual Calls placed under this Blanket Purchase Agreement will not exceed \$150,000 each.

**ARTICLE 7 - ORDERING PROCESS**

Individual Calls shall clearly describe all services to be performed or supplies to be delivered so the total price for the performance of the work can be established when the order is placed. The Government will award Calls using one of the following methods: Lowest priced technically acceptable offer or Best value.

The Government may also consider Contractors past performance on prior Calls, including quality, timeliness and cost control.

The selection method used will be stated in the request for quotation.

**ARTICLE 8 - NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE CALLS  
AND MAKE CHANGES**

In addition to the NASA GSFC 210.M Contracting Officer, the following personnel are authorized to issue Calls for less than five thousand dollars under this BPA. All designated personnel are employed by NASA, Goddard Space Flight Center.

James Buckeridge, Code 547

Donneise Briscoe, Code 547

Greg Daelemans, Code 547  
Marva Johnson, Code 547  
Todd Purser, Code 547

The Contracting Officer is the only individual authorized to place Calls for any requirement over five thousand dollars under this agreement. The Contracting Officer is the only individual authorized to make changes to the Calls and the Revision to Calls for over five thousand dollars. The Contracting Officer is the only individual authorized to make changes to the Calls and Revision to Calls for calls under five thousand, if the aggregate total from the original call plus the revision to call is over five thousand dollars. Therefore, unless changes are received in writing by the Contractor from the Contracting Officer, the Contractor assumes all risks involved in any change made to the Call placed in accordance with this Agreement.

#### **ARTICLE 9 - SHIPPING INSTRUCTIONS**

Shipment(s) of all items called for herein shall be as designated on the individual Call.

#### **ARTICLE 10 - CRITICAL ITEMS/SERVICES**

Under this BPA, certain items to be fabricated or services specified are considered "CRITICAL" and will be so designated on each request for quotation and the resultant Call. Those items/services designated as "critical" are essential to the success of individual projects or programs. As such, the timely delivery of this item is mandatory. Failure to deliver as required will result in the assessment of monetary consideration in an amount to be determined by the Government. Failures to deliver in a timely manner may result in the exclusion of the Contractor from proposing on future Calls under this BPA.

#### **ARTICLE 11 - ORDERING FOR SPACEFLIGHT USE - MARKING**

Calls issued under this agreement will indicate if the item(s) to be delivered are for space flight use. If they are for space flight use, any shipping containers, shipping documents and purchasing documents shall be marked in accordance with Article 12 of this agreement.

#### **ARTICLE 12 - MARKING**

All markings on shipping containers shall be clearly legible from a distance of 36 inches, may be applied by stencil, rubber stamp or lacquer over coated gummed label. Identical requirements shall be imposed on all sub-tier suppliers.

All markings for space flight items shall be blue in color. All shipping containers, shipping documents, and purchasing documents for such items shall be marked as follows: ITEMS FOR SPACE FLIGHT USE.

A NASA Critical Space Item Label shall be prominently displayed on the exterior of all Class I, Class II, and Class III interim packages and exterior shipping containers to alert all shipping and handling personnel to the criticality of the item in accordance with NFS 1852.211-70, "Requirements for Packaging, Handling, and Transportation".

#### **ARTICLE 13 – ELECTRONIC DOCUMENTATION**

The Contractor shall provide electronic version of all quality documentation, such as, but not limited to, all material and/or process certifications, test and inspection reports as required by individual Calls. Each file shall represent a complete documentation package per part number

and labeled with the part number. Electronic files shall be in PDF, Microsoft Word, JPG, and/or TIFS format. Electronic files will be delivered via email to the planner designated on the award of call on the day of delivery.

**ARTICLE 14 – REPORTS**

The Contractor shall provide to the government weekly Job Status Reports (which include important schedule milestones, and/or report any significant risk). The Contractor may be required, on occasion, to provide photographic evidence of work status, progress and/or quality.

**ARTICLE 15 - DELIVERIES (BLANKET PURCHASE AGREEMENT)**

To the maximum extent practical, all Calls placed under this agreement will be shipped complete. All deliveries shall be made within the schedule agreed upon at time the Call is placed.

Partial shipments will not be accepted unless authorized on the Call or by the issuing Contracting Officer prior to the time of delivery. The Government reserves the right to return partial shipments to the Contractor, and all transportation charges shall be the responsibility of the Contractor.

**ARTICLE 16 - INVOICE PROCEDURES**

A summary invoice will be submitted to the NSSC - FMD Accounts Payable Bldg. 1111, C Road, Stennis Space Center, MS 39529 or emailed to, Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov) or faxed to, Fax: 1-877-677-2123 under the following conditions.

- a. At the end of each month during the specified period of this agreement for all Calls completed during the proceeding month.
- b. Upon the expiration of the specified period of the BPA. Such invoices may be furnished in either of the following forms:
  1. Invoice to be itemized, listing the items delivered and cross-referenced to the applicable delivery ticket number and Call number (delivery tickets are not required to support the invoice); or
  2. Invoice to list individual delivery ticket numbers, each Call number under the blanket purchase agreement and amount due and invoice will be supported by a receipted copy of each delivery ticket.

**ARTICLE 17 - REQUESTS**

Requests for quotation (RFQ) can be made either in writing, electronically or orally. The Contractor may be required, on occasion, to provide a detailed cost breakout spreadsheet.

**ARTICLE 18 - NOTIFICATION OF DELAY IN DELIVERY SCHEDULE**

The Contractor shall notify the Contracting Officer one day after receipt of a Call, if the cited delivery schedule cannot be met. Additionally, if in the performance of a Call, the Contractor finds that they cannot deliver as required, the Contractor shall promptly notify the Contracting Officer by letter, and shall indicate when delivery will be accomplished. Upon notification, the Contracting Officer may choose to cancel the Call or request due consideration for the delay. If the Government grants an extension to the delivery schedule, the Government will require

consideration adequate to affect the change. Failure to deliver in a timely manner may result in the exclusion of the Contractor from proposing on future Calls under this BPA.

**ARTICLE 19 – FINAL INSPECTION AND ACCEPTANCE**

The Technical Representative stated on the Call, or the individual otherwise designated in writing by the Contracting Officer will make final inspection and acceptance at the initiating branch of the Goddard Space Flight Center, Greenbelt, Maryland.

Acceptance shall be deemed to have occurred constructively -- for the sole purpose of computing any interest penalty that might be due the Contractor under the Prompt Payment Act -- on the 30th day after the Contractor had delivered the supplies or performed. The services in accordance with the terms and conditions of the agreement, unless there is a disagreement over quality or quantity. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be on the date of actual acceptance.

**ARTICLE 20 - GOVERNMENT FURNISHED PROPERTY**

The Government shall have the right, in accordance with FAR 52.245-1, Government Property (APR 2012), to furnish such material for an individual Call which in its sole discretion, it may deem to be in the interest of the Government. Any such material will be specified in individual Calls.

The Government provided material to be furnished for initial fabrication only. In the event the material is scrapped by the Contractor, additional material will not be provided by the government. The Contractor shall be responsible for providing/replacing the material to meet the requirements of the award to call at no additional cost to the government.

**ARTICLE 21 - SOLDERING REQUIREMENTS**

For all hardware identified "For Space Flight Use" the Contractor shall conform to the requirements of IPC J-STD-001ES, Joint Industry Standard, Space Applications Electronic Hardware. These requirements also shall be invoked in any sub-tier procurements, resulting from this agreement and on which soldering will be performed.

**ARTICLE 22 – THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING FAR/NFS CLAUSE(S) THAT ARE INCORPORATED BY REFERENCE:**

52.245-1, Government Property (April 2012)

52.245-9, Use and Charges (April 2012)

**ARTICLE 23 - 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (May 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

- (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (v) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Jul 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (May 2014).
- (viii) 52.244-6, Subcontracts for Commercial Items (May 2014).
- (ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
- (ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iv) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xii) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiii) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 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):

**FAR:** <http://www.acquisition.gov/FAR>

**NFS:** <http://www.hq.nasa.gov/office/procurement/regs/nfstocA.htm>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

**ARTICLE 24 – 1852.237-72 ACCESS TO SENSITIVE INFORMATION, (JUNE 2005)**

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

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

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

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.

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

(6) 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.

(7) 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.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f) , suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

**(End of clause)**

**ARTICLE 25 - 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:

Mark the title page with the following legend:

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)

## **ARTICLE 26 - QUALITY REQUIREMENTS FOR MECHANICAL SYSTEMS** **DIVISION (MSD)**

### **1 Quality System**

1.1 The Contractor shall establish and implement a quality system to ensure that product conforms to specified requirements.

1.2 The Contractor shall document how the quality requirements shall be met.

### **2 Subcontracting**

2.1 The Contractor shall evaluate and select subcontractors based on their ability to meet quality requirements.

2.2 The Contractor shall maintain quality records of subcontractors to ensure acceptable quality standards.

### **3 Process Control**

The Contractor shall plan and follow processes, which directly affect quality.

3.1 Provide process and material certifications, to include chemical and physical properties if requested.

3.2 Generate, follow and provide internal process sheets or shop routers,

3.3 Comply with all required specifications,

3.4 Comply with Aerospace Industry Standards,

3.5 Monitor, control and maintain process parameters to ensure that product characteristics fall within required specifications and/or tolerances.

### **4 Inspection**

4.1 The Contractor shall establish and follow documented procedures for inspection activities to verify that the product requirements are met.

4.1.1 The Non-Destructive Evaluation (NDE) operator, whether internal or subcontractor, shall:

a) Be certified in accordance with AIA/NAS NAS 410 or ASNT-TC1A for standard

level dye penetrant inspection, and

b) Follow specified industry standards and/or NASA requirements for all other NDE.

4.1.2 The Contractor shall provide discrepancy reports which identify, for each discrepancy, the required and actual dimensions. The Contractor shall report all non-conformances found during Contractor in-house inspection to GSFC for review by way

of email to the COR and the Originator. The Contractor shall obtain approval from GSFC prior to shipping for further review of cited discrepancies.

4.1.3 The supplier shall provide 100% dimensional inspection reports, upon request of the government, documenting each required and actual dimension.

#### 4.2 Control of Inspection Equipment

4.2.1 The supplier shall identify all inspection equipment that can affect product quality, and calibrate them at prescribed intervals, or prior to use, against certified equipment having a known valid relationship to internationally or nationally recognized standards.

4.2.2 The supplier shall identify inspection equipment with a suitable indicator or identification record to show the calibration status.

4.2.3 The supplier shall maintain calibration records for inspection equipment and provide to the Government if requested.

### **5 Control of Nonconforming Product**

5.1 The supplier shall establish and follow documented procedures to ensure that a product that does not conform to specified requirements is prevented from unintended use. This control shall provide for identification, documentation, evaluation, segregation, and disposition of nonconforming product, and for notification to the functions concerned.

5.2 Nonconforming product may be: This is where we should put our discrepancy definition

- a) Reworked to meet requirements,
- b) Accepted with or without repair by concession,
- c) Reclassified for alternate application
- d) Rejected and scrapped or
- e) Accepted "as is" which may result in the assessment of monetary consideration in an amount to be determined by the Government.

5.3 Repaired or reworked product shall be re-inspected to ensure that it meets requirements.

### **6 Handling and Storage**

The supplier shall provide methods of handling product that prevent damage or deterioration during manufacture, storage and delivery, and shall document the status and pedigree of each product, whether raw material for fabricated hardware.

### **7 Quality Records and Audits**

The supplier shall establish and follow documented procedures for collecting and maintaining quality records and processes. This includes performing internal audits to ensure adherence to and effectiveness of the quality system.

**8 Higher Level Quality Requirements for “Spaceflight” Items**

The supplier shall be International Standard Organization (ISO) Certified or ISO Compliant if providing “spaceflight” services or supplies. The supplier shall establish and implement a quality system to at a minimum, conform to ISO 9001:2008. Suppliers that are ISO Certified shall provide a copy of their Certification to the Code 547, Manufacturing Engineering Group. Suppliers that are ISO Compliant shall provide a copy of their quality manual to Code 547, Manufacturing Engineering Group. The facilities of Contractors may be inspected by Goddard Space Flight Center’s Code 300 Safety Mission Assurance for adherence to ISO quality requirements.

**ARTICLE 27- CONTRACTOR PERFORMANCE ASSESSMENT**

The Contractor’s performance under the BPA will be assessed annually in accordance with the requirements of FAR 42.1502, and the policy and procedures specified in the NFS subpart 1842.1502 and 1842.1503.

**ARTICLE 28 - GSFC 52.211-91 SCOPE OF WORK**

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this BPA, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this BPA in accordance with the Statement of Work, Attachment A.

(End of clause)