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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
None incorporated by reference		

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

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.208-81	<i>Restrictions on Printing and Duplicating</i>	(NOV 2004)
1852.223-70	<i>Safety and Health</i>	(APR 2002)
1852.223-75	<i>Major Breach of Safety or Security</i>	(FEB 2002)

(End of Clause)

H.2 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) Mitigation Plan

- (a) Mitigation plan. The Organizational Conflict of Interest (OCI) Mitigation Plan and its obligations are hereby incorporated in the contract by reference. (See Attachment J-16)
- (b) Changes.
 - (1) Either the Contractor or the Government may propose changes to the OCI Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan.
 - (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the OCI Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

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

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

(End of clause)

H. 3 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

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

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

(End of clause)

H.4 LIMITATION OF FUTURE CONTRACTING

(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 read FAR Subpart 9.5 - Organizational and Consultant Conflicts of Interest.

(b) The nature of this conflict is a potential of unequal access to information.

(1) The Contractor will have access to contractor proposal data as defined in FAR 3.104-1, Definitions; source selection information as defined in FAR 2.101(b), Definitions; intellectual property of other firms; other types of proprietary, privileged, or financial data from other companies; and NASA’s financial and procurement management systems.

(2) The Contractor may be able to use this information or data to gain an unfair competitive advantage on future NASA procurement opportunities.

(c) To avoid, neutralize, or mitigate this potential organizational conflict of interest (OCI):

(1) The Contractor shall not utilize or disclose this information or data for any purpose other than the performance of this contract.

(2) During the term of this contract, Contractor personnel performing work under this contract are prohibited from engaging in any marketing, consulting or advisory activities for the purpose of obtaining additional NASA work under existing contracts or new procurement opportunities without written approval from the EAST 2 CO or designee.

(3) During the term of this contract, Contractor personnel performing work under this contract are prohibited from participating on any business development, proposal preparation, or capture team that was formed for the purpose of obtaining additional NASA work under existing contracts or new procurement opportunities. If the contractor requests relief on this factor, the EAST 2 CO or designee will review contractor personnel participation in current work, their access to items listed in H.4 b (1), and other relevant management or employee structure to determine if a conflict exists. A written memo will be created and included in the contract file to memorialize the final decision.

(4) Prior to submitting an offer on any NASA solicitation, the Contractor shall provide a written certification to the Contracting Officer that no contractor personnel performing work under this contract participated on the business development, proposal preparation, or capture team that was formed to prepare the offer.

(5) The Contractor shall develop and implement a comprehensive OCI plan that includes training, execution of nondisclosure agreements, internal corporate firewalls, and oversight to protect against the disclosure of information or data obtained under this contract to other contractor employees that do not perform work on this contract. At a minimum, the plan shall include:

(i) A listing of all contractor personnel performing work under this contract who are prohibited from participating on any business development, proposal preparation, or capture team that was formed for the purpose of obtaining additional NASA work under existing contracts or new procurement opportunities. This listing shall be updated by the Contractor as necessary to keep current.

(ii) Description of the training that will be provided to all contractor personnel performing work. At a minimum, this training shall include: discussions on the nature and types of OCIs; mitigation techniques; firewalls; management and protection of information and data; contractual requirements; applicable regulations and statutes; penalties for unauthorized disclosure or use; and corporate policies and procedures.

(iii) The frequency that training will be conducted, how the training will be conducted, who will provide the training, and maintenance of training records.

The Contractor must educate its employees, through formal training, not to divulge the proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this contract.

(iv) Approach for ensuring nondisclosure agreements have been obtained from contractor personnel performing work under this contract before they are permitted to begin work.

(d) The term "Contractor", as used in this clause, includes: the corporate or other entity executing this contract with the Government; such entity's parent, subsidiary, affiliate, or successor in interest to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of this contract; and any subcontractor, regardless of tier, that has personnel performing work under this contract.

(e) The term "term of the contract" as used in this clause includes options and award term options; extensions to the period of performance issued under a bilateral agreement; or extensions to the period of performance issued pursuant to the Continuity of Services incorporated by reference in Clause I.1.

(f) The term "Contractor personnel performing work under this contract" as used in this clause, means any contractor or subcontractor employee who charges time as a direct cost to this contract regardless of the number of hours incurred and regardless of location. The term also includes supervisory personnel of the Contractor, regardless of location, who are responsible for the day-to-day direction of contract activities, reviewing and/or approving work products and contract deliverables, evaluating the performance of covered employees, and/or the hiring and termination of covered employees.

(g) The term "information or data" as used in this clause, means recorded information regardless of form or the media on which it may be recorded. The term also includes technical data and computer software.

(h) The Contractor shall include paragraphs (a) through (g) of this clause in every subcontract.

(End of Clause)

H.5 KEY PERSONNEL AND FACILITIES (1852.235-71) (MAR 1989)

(a) The Key Position and Name of Personnel 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 personnel or position(s), 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 Key Position and Name of Personnel 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 key position(s).

Key Position	Name of Personnel
TBP	TBP

(End of Clause)

H.6 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) ALTERNATE I (SEP 1989) ALTERNATE II (OCT 2000)

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

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving 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) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: 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. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) 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.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) 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.

(g) Whenever administrative leave is granted to the Contractor personnel pursuant to paragraph (e) of this clause, any adverse effect on productivity will be taken into consideration during performance evaluation, Under Clause F.5, *Award term Options-Terms and Conditions*.

(End of Clause)

H.7 LABOR PROVISIONS

Service Contract Act

Pursuant to the requirements of the Service Contract Act of 1965, as amended, and the applicable clauses incorporated in Section I, the minimum wages to be paid service employees under this contract shall be those set forth in the *Department of Labor Wage Determinations* (Attachment J-3).

(End of Clause)

H.8 ASBESTOS MATERIAL (MSFC 52.223-90)(DEC 2013)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202 and, 4663 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Environmental Engineering and Occupational Health Services, Office for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.9 ENVIRONMENTAL - GENERAL CLAUSE (MSFC 52.223-92) (AUG 2010)

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, *MSFC Environmental Management Policy* and MPR 8500.1, *MSFC Environmental Engineering and Occupational Health Program*.

MSFC Contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of Clause)

H.10 ASSOCIATE CONTRACTOR AGREEMENTS

(a) The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring cooperation and coordination (with Contractors under other NASA contracts) in the accomplishment of the Government's requirement. The Government will not be a party in such Associate Contractor agreements. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the implementation of mission operations which shall ensure the greatest degree of cooperation to meet the terms of the contract. Associate Contractors are listed in paragraph (h) below.

(b) ACA shall include the following general information:

- (1) Identify the associate Contractors and their relationships.
- (2) Identify the program(s) involved and the relevant Government contracts of the associate Contractors.
- (3) Describe the associate Contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Identify the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA and include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating associate Contractors. The CO has the right to ask questions and receive answers from each party, make comments and suggestions, and provide edits prior to execution by the parties. Initial ACAs shall be in place 3 months after contract award. Subsequent ACAs required during contract performance shall be accomplished within 3 months of written notification from the CO to the Contractor.

(d) Nothing in the foregoing shall affect compliance with the requirements of Clause H.4, Limitation of Future Contracting and the Offerors incorporated OCI plan.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.

- (f) 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.
- (g) All costs associated with the agreements are included in the negotiated cost of this contract.
- (h) The following are associate contracts with whom agreements are required:

Contract	Contractor
Agency Consolidated End User Services (ACES)	HP Enterprise Services
NASA Integrated Communications Services (NICS)	Science Applications International Corporation (SAIC)
MSFC Information Technology Services (MITS)	Dynetics Technical Services
Web Enterprise Service Technologies (WESTPrime)	Infozen, Inc.
NASA Enterprise Service Desk (ESD)	Computer Sciences Corporation (CSC)

(End of Clause)

H.11 RESERVED

H.12 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (MSFC 52.223-95)(AUG 2010)

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

NOTE: The Contracting Officer may request the Contractor to provide a written mitigation plan in response to a workplace threatening behavior event.

(End of Clause)

H.13 COMPUTING SERVICES

(a) In accordance with Attachment J-9, *Installation Provided Property and Services*, the Contractor shall utilize desktop IT resources provided through the current Agency desktop services contract.

(1) Desktops, workstations, laptops, office automation software, printers, peripherals, cellular devices, and associated services (e.g., user accounts, e-mail, and directory services) needed to support Contractor personnel will be provided by NASA through the Agency desktop services contract.

(2) For any IT resources identified under paragraph (a)(1) above that the Contractor needs to acquire that are not provided by NASA, the Contractor shall submit a request for waiver through the Contracting Officer’s Representative to the Center-specific Chief Information Officer (CIO) for approval, in accordance with established Center processes.

(3) For any NASA developed software required to be installed on an Agency provided computer, the Contractor shall follow the NASA Center established process.

(b) The Contractor shall not be restricted by this clause when purchasing other component parts (e.g., cable, connectors, hubs, switches, racks, servers) necessary to provide the services under this contract.

(End of Clause)

H.14 DOCUMENTATION OF TRAINING AND ON-SITE REQUIRED TRAINING COURSES

(a) On-site personnel shall complete the training courses listed below in Table H.14 as well as any future mandated training requirements. The courses listed are provided at no cost to the Contractor and no additional cost to the Government, as internet-based courses via the NASA System for Administrative, Training, and Education Resources for NASA (SATERN) training system to which Contractor employees will be provided access. Contractors shall maintain training records for each employee, documenting the completion of these and any other required training courses and make available to the Government as requested.

Table H.14, Required Training Courses

TRAINING REQUIREMENT	FREQUENCY	SOURCE
New Employee IT Security Training	*OTR	Online
Information Security Training	Annually	Online
SHE 101 – MSFC Safety Health and Environmental (SHE) Program	*OTR	Online
SHE 102 – MSFC SHE Program Refresher Training	Annually	Online
SHE 118 – MSFC SHE Training for Managers/Supervisors	*OTR	Instructor
NASA Property Responsibility and Accountability	Annually	Online
Recognition and Prevention of Workplace Violence	Annually	Online

* One Time Requirement (OTR)

(b) The Contractor-specific certifications are referenced in the Performance Work Statement. Specific training may be further required to execute some duties at MSFC. In general, training for its employees and subcontractors shall be the responsibility of the Contractor. The Safety, Health, and Environmental (SHE) courses and certification courses are offered to the Contractor on a limited space available basis. NASA makes no

obligation to provide this training to Contractor personnel. MSFC Contractors may develop their own training for those courses not provided. For certification courses developed by a Contractor and/or verification of certification by an outside vendor, the course material shall be submitted to the MSFC Industrial Safety Branch/SHE Training Subcommittee for approval, and the training is subject to audit by the Government.

(c) All training, certifications, license renewals, not listed in (a) or (b) above, can be submitted to the CO for review to assess potential payment by the Government.

(End of Clause)

H.15 GOVERNMENT PREMISES – PHYSICAL AND LOGICAL ACCESS AND COMPLIANCE WITH PROCEDURES

(a) (1) The Contractor must apply for NASA Personal Identity Verification (PIV) credential issued by the Protective Services Office for those employees that will be employed by the Contractor or subcontractor(s) and that will be resident or access NASA locations, or NASA cyber resources for a period exceeding 179 days. The PIV credentials will be issued for no longer than the applicable contract period in effect at the time, not to exceed 5 years, and will require renewal for each subsequent contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. All personnel must conspicuously display the PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at the location. The Contractor shall follow the steps prescribed in Attachment J-15, Personal Identification Verification (PIV) Procedures, to apply for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as on-site) or access to a Federal information system. The Contractor shall also comply with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, NPR 1600.4, Identity and Credential Management, and MPR 1371.1, Processing Foreign Visitor Requests.

(2) Access to the locations may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the locations. These requirements are set forth in NASA-wide or installation directives, and procedural requirements, and announcements that can be found at (See Attachment J-9, *Installation Provided Property and Services*) and/or which will be provided to the Contractor as necessary by the Contracting Officer's Representative, the Contracting Officer, or the NASA Centers/Location's Chief of Security.

(c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government insignia, such as "eagle" emblems, in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system for personal use.

Contractors found in violation could be liable for a fine of \$300 per piece of mail used. Otherwise, the Contractor is allowed to use the internal NASA Center/Location interoffice mail system to send documents within the location to the extent necessary for purposes of implementing the terms and conditions of this contract and communicating contract related business to its employees at the locations, and to communicate contract related business to NASA officials, including, but not limited to, the Contracting Officer, the Contracting Officer's Representative, and other NASA officials, if necessary, for the performance of this contract.

(End of Clause)

H.16 ASSIGNMENT OF LICENSE/MAINTENANCE AGREEMENTS

The Contractor shall ensure that all license/maintenance agreements entered into in support of this contract in accordance with **Attachment J-1, Performance Work Statement 2.3.2** or any other procurements shall contain the following flow down clause to ensure the assignment of all license/maintenance agreements to the Government and/or third-party Contractor at the end of the contract period of performance. *“Seller hereby agrees to permit assignment of this license/maintenance agreement, and all rights thereof to NASA/Marshall Space Flight Center/NASA Shared Services Center, or to another party that may be selected and assigned at the sole discretion of the Government.”*

(End of Clause)

H.17 CONTRACTOR EMPLOYEE BADGING AND EMPLOYMENT TERMINATION CLEARANCE

It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center. Contractor requests for badging of employees shall be submitted electronically through NASA's Agency-wide Personal Identification Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Technical (COR) or the Alternate COR for approval prior to processing by the MSFC Protective Services Office.

Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting restricted Redstone access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC

and, if the contractual work assignment requires the employee to be onsite and/or have access to government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

Contractor employees requiring a badge and/or access to NASA IT systems for less than 179-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). MSFC Form 4516, Application Request for Temporary Worker or Associate Badge must be submitted to the MSFC Protective Services Office.

The Contractor shall establish procedures to ensure that badged contractor employees who no longer require Center access properly clear all accounts and turn in their badge and decal(s) to the MSFC Protective Services Office in accordance with MSFC Form 383-1/3, "Contractor Employee Clearance Document," when the access is no longer needed. An electronic PIV Terminate request must also be submitted.

Instruction on how to access the PIV system and request for copies of MSFC Forms 4516 and 383-1/3 shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

H. 18 SUBCONTRACTS

In accordance with the clause entitled FAR 52.244-2, *Subcontracts* the following classes of subcontracts are designated for special surveillance, and the Contractor shall obtain the Contracting Officer's written consent before placement:

All subcontracts exceeding \$500,000 total value, including all options, if the Contractor has an approved purchasing system; and,

All subcontracts exceeding \$100,000 total value, including all options, if the Contractor does not have an approved purchasing system.

In conducting procurements for IT resources, the Contractor shall comply with the acquisition planning, publication, and competition requirements as generally set forth in the Federal Acquisition Regulation (FAR), Parts 6 and 39. Before issuing a solicitation for any IT resource procurement estimated to exceed \$2,500,000 in total value, the Contractor shall obtain the Contracting Officer's prior written consent to proceed with the procurement.

All subcontracts shall be in the name of the Contractor and shall not bind nor purport to bind the GOVERNMENT in any manner.

(End of Clause)

H. 19 Reserved**H.20 SUPPLEMENTAL TASK ORDERING PROCEDURES FOR EAST 2**

This clause supplements the Task Ordering Procedure defined in Clause **I.12**, *Task Ordering Procedure*. Work to be performed under this portion of the requirement will be within the parameters of the Attachment **J-1**, *PWS*, Section 4.0, and more clearly defined in the Task Orders (TOs) issued by the Contracting Officer and listed in Attachment **J-8**, *IDIQ Process Flow Chart (Center Transition)*. Additional work will be approved and issued at the IDIQ Task Order WBS elements for EAST 2 IDIQ Option Support for NASA Center-Specific Applications.

When the Government issues a Task Order Request (TOR) in accordance with paragraph (b) of Clause **I.12**, the Contractor shall prepare as part of the Task Order Plan (TOP), the Contractor's estimate of the labor categories, labor hours, and other costs required to perform the Task Order requirements. In preparing the price estimate, it is mutually agreed and understood that the Contractor or its Subcontractor(s) shall use the labor categories and the price labor rates set forth in Attachment **J-5A**, *IDIQ Fully Burdened Labor Rates* for Prime and Major Subcontractors, for each labor category. The TOP shall include sufficient price information and rate details to enable verification of compliance with this requirement.

The TOR will specify a period of performance not to exceed the current contract period of performance, unless otherwise deemed necessary by the Contracting Officer pursuant to NFS Clause 1816.505-72, Task and delivery order contract performance periods, which states that performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract. If the Contracting Officer determines that NFS Clause 1816.505-72 does not apply, the Task Order Plan shall also include a price for each contract option period, if applicable. Upon exercise of the contract option periods, the TOs for the exercised option period shall automatically renew and will be added to the previously priced Option price, if applicable. In no instance may the period of performance of a Task Order exceed one year of the end of the contract period of performance.

Each TO will include the period covered with a price. A reconciling unilateral modification to the contract will be issued at that time revising Clause **B.4**, and Table(s) **B.4A – B.4F** (as necessary), to reflect the summation of the current total task order prices. At the discretion of the Contracting Officer (CO), these reconciling unilateral modifications to reflect the current total to value summation may be issued at other times as necessary.

The Contracting Officer and Contracting Officer's Representative (COR) will review and approve each TO and any revision thereto. The Government will provide a list of any other personnel to be included in the routing of TOs for review and concurrence. The

Government retains the right to disapprove any Task Order Plans (TOPs).

Approval of TOs does not relieve the Contractor of its obligation under the *Limitation of Funds* clause of the contract.

(End of Clause)

[END OF SECTION]