

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES 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)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS

(End of clause)

H.2 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71)(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.

OFFEROR TBD

(End of clause)

H.3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS (JSC 52.209-90)(SEP 1988)

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal [Insert number] _____ dated _____, by reference, with the same force and effect as if it were given in full text.

(End of clause)

H.4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (JSC 52.227-91)(MAY 2002)

(a) NASA may find it necessary to release information submitted by the contractor pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the contractor's CBI include the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing post-award audit support and specialized technical support to NASA.

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

(End of clause)

H.5 PROVIDING FACILITY ITEMS (JSC 52.245-97)(FEB 2003)

The purpose of this clause is to set forth the parties' intent regarding their respective responsibilities for providing facility items under this contract. The parties accordingly agree as follows:

- (a) "Provide," as used in this clause, has the same meaning as set forth in NASA FAR Supplement 1845.301. "Facilities," as used in this clause, has the same meaning as set forth in FAR 45.301.
- (b) The Government shall provide to the contractor the facilities identified in Attachment J-12, GFP List, for use in performance of this contract.
- (c) The contractor shall replace any of the existing facilities identified in (b) above that reach the end of their useful life during the contract period or which are beyond economical maintenance or repair, if the facilities are still needed for contract performance. Such replacements shall be made with contractor-owned facilities and shall be accounted for in accordance with the contractor's disclosed accounting practices.
- (d) The contractor shall not acquire facility items for the Government, unless specifically authorized by the contract or consent has been obtained in writing from the contracting officer pursuant to FAR 45.302-1(a). The contractor agrees to provide all facilities necessary for performance of this contract except as provided in (b) above.

(End of Clause)

H. 6 PHASE-IN and PHASE-OUT

The contractor shall provide phase-in services in accordance with Attachment J-03, DRD-06, Contract Phase-in Plan.

Also, the contractor shall phase-out at contract end in a cooperative manner with the Government and new contractor to allow for continuity of services and a smooth transition. [Reference Attachment J-03, DRD-09, Re-procurement Data Package, and FAR 52.237-3.]

(End of clause)

H. 7 CONTRACT ADJUSTMENT

(a) This clause sets forth the terms and conditions governing adjustments to the estimated cost and fee, if any, to account for growth or shrinkage in the amount of work to be performed.

(b) The Government's objective is to have the Statement of Work (SOW) performed in the most efficient manner possible, consistent with the furnishing of high quality services. One means of achieving this objective is to minimize changes, and thus reduce or eliminate the administrative cost to both parties that are caused by issuing, pricing, and negotiation changes. The contract adjustment provisions set forth herein are intended to achieve that objective, while at the same time compensating the contractor fairly for the furnishing of services that are within

a reasonable range of the baseline work (including workload data) projected to be performed under the contract.

(c) All work within the SOW shall be considered to fall within the baseline requirements of the contract. Except as provided in this clause, no amount of work above or below the calibration of 15,000 instruments annually shall give rise to an equitable adjustment in the estimated fee, delivery schedule, or any other contract provision.

(d) Adjustment Provisions: An equitable adjustment (either upwards or downwards) will be made in the cost and fee provided for in this contract if the number of instruments calibrated in one year exceeds 18,000 or is less than 12,000 (15,000 +/- 20%). Subject to the Limitation of Funds Clause, the fact that the contractor has performed work that is above the workload predicted in SOW paragraph 3.5.1 shall not relieve the contractor of its obligation to continue to perform such work to the extent it is required by the Government.

(e) The contractor is responsible for: tracking the performance of calibration work; keeping current, complete, and accurate records; making such records available to the Contracting Officer as requested; and submitting an adjustment proposal if the contractor believes the conditions of the paragraph (d) above are met, or if requested by the Contracting Officer. If initiated by the contractor, the contractor's proposal shall be submitted within 60 days of the last day of the contract performance period. If requested by the Contracting Officer, the proposal shall be submitted within 60 days of the request.

(End of Clause)

H.8 CONTRACT DOCUMENTS

- a) The contractor is required to comply with all documents referenced in this contract.
- b) Should a referenced document be revised or deleted, the contractor shall automatically incorporate the change, provided that the change is within the scope of the contract.
- c) Should the change impact the estimated cost of the contract, the contractor shall obtain Contracting Officer approval before complying with the change.
- d) If changes in a referenced document are not applicable to the work performed under this contract then the changes need not be incorporated.

(End of Clause)

[END OF SECTION]