Document No. ORION002, Rev. 8

Flowdowns for Contract 80JSC019C0012, Orion Production and Operations Contract (OPOC)

Where necessary, to identify the applicable parties under the following clauses, "Contractor" shall mean "Seller," "Contracting Officer" shall mean "Lockheed Martin Procurement Representative," "Contract" means this subcontract and "Government" means "Lockheed Martin." However, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, including but not limited to (i) audit rights to Seller's proprietary business records or (ii) any indemnification or limitation of liability obligation, which obligation shall remain with the Government; (2) when title to property is to be transferred directly to the Government, and (3) when the Government is granted ownership or other rights to Seller's intellectual property or technical data.

Full Text Clauses

Section H – Special Contract Requirements

1. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES (Applicable if Seller will be performing work at a NASA Center under this purchase order/subcontract.)

Contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The Contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The Contractor shall promptly take corrective action upon receipt of notice from the Contracting Officer of noncompliance with any applicable center policy or procedure.

(End of clause)

2. DATA DELIVERABLE MARKING REQUIREMENTS FOR EXPORT CONTROL (Applicable if Seller will be delivering any data under this purchase order/subcontract.)

(a) The Contractor shall perform an export control assessment for all data deliverable items shown in Attachment J-2, Data Requirements Descriptions.

(b) If a product is determined to contain information controlled by the International Traffic in Arms Regulations, the following statement shall be included on the product cover page.

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

(c) If a product is determined to contain information controlled by the Export Administration Regulations, the following statement shall be included on the product cover page:

Export Administration Regulations (EAR) Notice

This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-744, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security (BIS), United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If a product is determined to contain information controlled by both the International Traffic in Arms Regulations and Export Administration Regulations, the following statement shall be included on the product cover page.

Subject to U.S. Export Control Regulations:

This document contains information within the purview of the International Traffic in Arms Regulations (ITAR), 22 CFR §120-130 and the Export Administration Regulations (EAR), 15 CFR §730-774, and is export-controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable export control official, and/or unless an export license, license exemption, or license exception is obtained/available from the Directorate of Defense Trade Controls, United States Department of State or Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

(d) If a product has been determined to be suitable for public release, it shall be so labeled.

(End of clause)

3. DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD
(Applicable for all purchase orders/subcontracts.)

If, at any time during the performance of this contract, the Contractor or Government identifies an actual or potential organizational conflict of interest that was not adequately disclosed and resolved prior to award, the disclosing party shall make a prompt and full disclosure in writing to the other party. This disclosure shall include a description of the action that needs to be or has been taken in order or resolve the conflict. This requirement also includes subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(End of clause)

4. INDEMNIFICATION FOR UNUSUALLY HAZARDOUS OR NUCLEAR RISKS (Requests for indemnification under this clause shall be through Lockheed Martin for submittal to the Government.)

a) The Government recognizes that the Contractor's approach to fulfill the requirements of this contract might involve conditions considered to constitute unusually hazardous or nuclear risks resulting in potential third party liability exceeding insurance coverage the Contractor could reasonably be expected to purchase and maintain, considering the availability, cost, and terms and conditions of such insurance. In the event the Contractor believes such conditions exist and necessitate indemnification by the Government, the Contractor shall provide documentation and rationale adequate to substantiate processing of such requests in accordance with applicable laws and regulations. The Contractor shall furnish the information required in accordance with FAR 50.104-3, Special Procedures for Unusually Hazardous or Nuclear Risks, and NASA FAR Supplement 1850.104-3(a), Special Procedures for Unusually Hazardous or Nuclear Risks. Reference to these FAR and NASA FAR Supplement sections is not an indication that NASA has determined indemnification to be applicable. The Contractor's request for indemnification must explain under what authority NASA can provide indemnification for unusually hazardous risks associated with performance of the contract. In addition to identifying a sufficient legal basis for indemnification, the Contractor's request for indemnification also must substantiate a sufficient factual basis for indemnification by explaining specifically what work under the contract poses unusually hazardous risks.

b) The Government will consider a request for indemnification for unusually hazardous or nuclear risks in accordance with the foregoing paragraph. In the event the Government denies the Contractor's request for indemnification, the parties will enter into good faith negotiations to determine the appropriate course of action concerning potential third party liability.

(End of clause)

5. 52.204-92, NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (AUG 2018) (JSC PROCUREMENT INSTRUCTIONS) (Applicable if Seller will be performing work at JSC.)

(a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:

- NPR 1600.1, NASA Security Program Procedural Requirements
- NPD 1600.9, NASA Insider Threat Program
- NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- NPR 1600.3, Personnel Security
- NPR 1600.4, Identity and Credential Management.

(b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:

• NPR 1600.2, NASA Classified National Security Information

(c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:

• NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

(d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

(e) Credentials will be issued at the following locations:

• NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays
• Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays
• Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays
• White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

(f) FSO or DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview and PIV – Requester Module. After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requestor role. Last, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requestor privileges within IdMAX.

(g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at www.uscis.gov.

(h) For permanent credential requests, the FSO/DO will submit a JF 1805, Non-NASA Employee Security Information, no later than noon on the Wednesday prior to the employee's start date. The FSO/DO will notify the employee of the date/time for the background investigation processing, in accordance with NPR 1600.3, at the JSC Security Office eQIP lab, if required. The FSO/DO will provide the employee with the necessary forms to complete prior to the eQIP lab appointment. Employees will present two forms of matching I-9 identification

documents to process a permanent credential. Employees will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.

(i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Contractor Termination and Return for Future Use Checklist.

(End of clause)

6. LIMITATION OF FUTURE CONTRACTING (Applicable for all purchase orders/subcontracts.)

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 or 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 of 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 complete with those other companies.

(End of clause)

7. MODIFIED DATA RIGHTS

The following data items are authorized to use the following modified Limited Rights Notice and Restricted Rights Notice (FAR 52.227-14):

See Attachment J-25, Limited Rights in Data (Appendix 1) and Restricted Computer Software (Appendix 2)

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they

will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

1) Use (except for Manufacture) by Government personnel and Government Support Contractors supporting NASA Programs and Projects directly or indirectly on a need to know basis. Government Support Contractors will be identified by the Contracting Officer.

2) Emergency repair or overhaul work.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which such computer(s) may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

8. PATENT RIGHTS (Applicable for all purchase orders/subcontracts.)

This contract includes the New Technology Clause 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a Contractor background invention has been federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any Contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work. This clause or a clause substantially the same shall be included in all subcontracts at any tier.

(End of clause)

9. SPACE FLIGHT AWARENESS MOTIVATION PROGRAM (Applicable for all purchase orders/ subcontracts.)

The Contractor shall establish a program for Space Flight Awareness (SFA). The Program’s goals and objectives are to:

(a) Ensure every employee involved in human space flight is aware of the importance of their role in promoting safety, quality and mission success.

(b) Participation in NASA-Industry Space Flight Awareness Program.

(c) Increase awareness of the Human Space Flight Program accomplishments, milestones and objectives with a focus on safety and mission success.

(d) Conduct events and products that motivate and recognize the workforce, and enhance employee morale.

(e) Function as an internal communications team to disseminate key educational, program/management safety, quality, and mission success messages and themes.

(End of clause)

10. NFS 1852.225-70, EXPORT LICENSES (FEB 2000) and ALTERNATE I (FEB 2000) (Alternate I will also apply.)

(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 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, 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 **NASA Facilities**, 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.

(e) The Contractor may request, in writing, that the Contracting Officer authorizes it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

11. NFS 1852.247-73, BILLS OF LADING (JUN 2002) (Applicable if Seller will be making any shipments.)

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) *Commercial Bills of Lading.* All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

> "I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: **80JSC019C0012**

Destination: **TBD**.

(b) *Government Bills of Lading.*

(1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: **Transportation Officer, Mailcode JB, 2101 NASA Parkway, Houston, TX 77058**. If time is limited, requests may be by telephone: **281-483-6535.** Requests for GBLs shall include the following information.

(i) Item identification/ description.

(ii) Origin and destination.

(iii) Individual and total weights.

(iv) Dimensional Weight.

(v) Dimensions and total cubic footage.

(vi) Total number of pieces.

(vii) Total dollar value.

(viii) Other pertinent data.

(End of clause)

12. JSC 52.242-94, ADMINISTRATIVE LEAVE (SEP 2008) (Applicable if this purchase order/subcontract is for services that include personnel in the categories described in Paragraph (a).)

(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

a) working off-site within 10 miles of any NASA Center; and

b) 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)

13. JSC 52.247-95, FLIGHT ITEM (AUG 2005)

Block 16 of each Department of Defense Form 250 prepared for flight hardware or related equipment to be shipped under this contract must be annotated as follows in 1/4-inch letters or larger by hand printing or rubber stamp:

THIS IS A FLIGHT ITEM: OR "THIS IS MISSION ESSENTIAL GROUND SUPPORT EQUIPMENT," as applicable.

(End of clause)

14. MISSION SUCCESS DETERMINATION

(a) *Mission Objectives and Associated Success Criteria*

(1) Mission objectives and associated success criteria will be defined on a per mission basis and agreed to by NASA and Lockheed Martin. The overall goal of NASA is to develop mission objectives and success criteria that appropriately and fairly define Lockheed Martin's performance.

(2) Mission Objectives will be established per the following guidelines:

(i) Objectives will consider the spacecraft's capabilities.

(ii) Objectives will consider Lockheed Martin's performance, independent of NASA's or other prime contractor performance (i.e. European Space Agency (ESA), Space Launch System (SLS) or Ground System Development and Operations (GSDO) performance).

(iii) Objectives will consider launch abort, end-of-mission timeframe, contingencies, mission-unique objectives, and the safe return of the crew and vehicle.

(3) Mission Objectives will be designated as Critical, Primary, or Secondary per the following guidelines:

(i) Critical Mission Objectives will represent the safe return of the crew and vehicle, including prevention of Loss of Crew (as defined in MPCV 70017, Orion MPCV Probabilistic Risk Assessment Requirements Document), and prevention of serious injury to the crew (as defined in U.S. Code of Federal Regulations Title 49, Part 830.2, Definitions).

(ii) Primary Mission Objectives will be defined by the objectives listed as Primary Mission Objectives and Flight Test Objectives (FTOs) in the Orion Flight Requirements Document, MPCV 72627. In addition, Primary Mission Objectives will include sustaining a safe, habitable environment for the crew as defined by NPR 8705.2, Human-Rating Requirements for Space Systems.

(iii) Secondary Mission Objectives will represent other mission objectives, such as Payload and Detailed Test Objectives (DTOs), as defined in the Orion Flight Requirements Document.

(4) NASA will provide to Lockheed Martin the initial mission objectives and the specific breakdown of payment percentages to be associated with the final determination of Performance Incentive Fee (for CPIF orders) or the final payment earned (for FFP orders) no later than 60 days prior to the Mission Integration Review (MIR), which is expected to occur at approximately launch minus 18 months.

(b) *Procedures*

(1) In the prime contract, the final milestone for CPIF and FFP orders will be billed upon completion as defined in Lockheed Martin's prime contract. In the event of Partial Mission Success or Mission Failure

determinations per section a, Mission Objectives and Associated Success Criteria, any reduction in incentive fee on CPIF orders or final milestone payment on FFP orders, in whole or in part, will be credited to Lockheed Martin under Lockheed Martin's prime contract.

(i) For Partial Mission Success determinations under the Lockheed Martin prime contract, the percentage of the final Incentive Fee Determination for CPIF orders, or final payment earned for FFP orders, is based on the payment percentages defined in section (a)(4) of this clause and as specified in the order.

(ii) For Mission Failure determinations, the Government will perform an assessment to identify the cause of the failure. In the event the Mission Failure is determined to be solely caused by the acts or omissions of Lockheed Martin or Seller in performance of effort under the prime contract or this Contract, respectively, Lockheed Martin shall forfeit incentive fee (Performance Incentive and Cost Incentive) for the associated CPIF order or the final milestone payment for the associated FFP order, but only to the extent that the Mission Failure is determined to be caused by the acts or omission of Lockheed Martin or Seller. For example, if Lockheed Martin or Seller caused 25% of the Mission Failure, then only 25% of Lockheed Martin's incentive fee or final milestone payment shall be forfeited under the prime contract. If such forfeiture results from a Government determination that the Mission Failure was caused in whole or in part by Seller, then Seller shall reimburse Lockheed Martin and hold it harmless for such forfeiture to the extent that Seller's acts or omissions contributed to the Mission Failure. For example, if it is determined that Seller and Lockheed Martin were equally at fault in causing 25% of the Mission Failure, then Seller shall reimburse Lockheed Martin for 50% of such forfeiture. In the event the cause of a Mission Failure is not determined to solely be a result of the acts or omissions of Lockheed Martin and Seller in performance of effort under prime contract or this Contract, there shall be no reduction in incentive fee for CPIF orders or forfeiture of final payment for FFP orders under the prime contract, and consequently Seller shall have no reimbursement of obligation to Lockheed Martin under this Contract clause.

(iii) Under the terms of Lockheed Martin's prime contract, incentive fee reductions resulting from a Partial Mission Success or Mission Failure determination under a CPIF order shall be executed first through reimbursement to the Government incentive fee that has already been provisionally paid (Performance Incentive and Cost Incentive) for that order. Under the terms of Lockheed Martin's prime contract, the reimbursement of the provisionally paid incentive fee shall be made as directed by the Contracting Officer through either a credit applied to the cost voucher(s) of another CPIF order, a credit toward the FFP of another order, other in-kind consideration as agreed to by the parties, or returned to the Government. Any such incentive fee reduction shall not be recoupable by Lockheed Martin under the prime contract or by Seller under this Contract.

(iv) Under the terms of Lockheed Martin's prime contract, Partial Mission Success or Mission Failure determinations made applicable to FFP orders shall be executed as reimbursement, in whole or in part, of the final milestone payment. Any such reimbursement shall not be recoupable by Lockheed Martin under the prime contract or by Seller under this Contract.

(v) In the event the Government determines that Partial Mission Success (i) is caused by the acts or omissions of Lockheed Martin or Seller in performance of effort under the prime contract or this Contract, respectively, and as a result, (ii) under Lockheed Martin's prime contract, Lockheed Martin's incentive fee is reduced for the associated CPIF order or the final milestone payment for the associated FFP order is reduced, then Seller shall reimburse Lockheed Martin for such reductions to the extent that Seller's acts or omissions

contributed to the Partial Mission Success. For example, if it is determined that Seller and Lockheed Martin were equally at fault in causing 25% of the Partial Mission Success, then Seller shall reimburse Lockheed Martin for 50% of such reductions.

(2) This clause will take precedence over the specified paragraphs in the following clauses, in that NASA or Lockheed Martin will not require correction of non-conforming supplies or re-performance of services following a Mission Failure or Partial Mission Success:

(i) 52.246-2 Inspection of Supplies – Fixed Price, paragraph (f)

(ii) 52.246-3 Inspection of Supplies – Cost-Reimbursement, paragraph (f)

(iii) 52.246-4 Inspection of Services – Fixed Price, paragraph (e)

(iv) 52.246-5 Inspection of Services – Cost-Reimbursement, paragraph (d)

In the event of a Partial Mission Success or a Mission Failure determination, the rights and remedies contained in this Clause are in lieu of any rights and remedies in case of default applicable to the associated order only, including the rights and remedies in clause 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE).

(3) In the event of a launch or mission abort, at no fault to Lockheed Martin and Seller, the mission shall be determined a Mission Success.

c. *Acceptance*

Final acceptance for any unsuccessful mission objectives of the Orion spacecraft will be accomplished following the Contracting Officer's mission success determination. The Contracting Officer will notify Lockheed Martin in writing of both Mission Success Determination and Acceptance, and Lockheed Martin will provide a copy of such notification to the Subcontractor, as permitted by the Contracting Officer.

(End of clause)

15. ESTABLISHMENT OF LAUNCH WINDOWS (Any Seller request for an equitable adjustment under its contract that is based on a launch delay at the prime contract level is subject to the conditions of this clause. "Contractor" in this clause means "Lockheed Martin.")

(a) This clause covers launch delays at the convenience of NASA and the Contractor.

(b) The Orion spacecraft is an element of the overall Exploration Systems Development (ESD) architecture that includes launch vehicles, spacecraft, and mission systems and ground systems to support NASA exploration missions. Orders issued under OPOC will require delivery of the Orion spacecraft to support integration and launch of the entire system with limited flexibility to adjust launch dates.

(c) To provide flexibility to both the Contractor and NASA, a standard launch window will be established for each mission ordered under this contract. These launch windows allow for delay in launch dates, by either party, with no entitlement to equitable adjustment, as long as the actual launch occurs within the established launch window. The standard launch window will cover a total span of no longer than 9 months after the planned launch date.

(d) The targeted, notional launch date and window will be provided in conjunction with specific deliverable item due dates at the issuance of the mission-specific order. The formal launch date and associated launch window for the specific mission will be adjusted and formally established at the Mission Integration Review, at approximately launch minus 2 years.

(e) In the event of a NASA-requested delay beyond the launch window, the Government will allow the Contractor to submit a proposal for the impact of the extended delay. Any equitable adjustment will be calculated from the end of the window noted above to the newly established launch date window.

1) There will be no basis for NASA requesting an equitable adjustment when the delay arises from a failure investigation of a previous mission, provided that all data related to the failure investigation is made available to NASA in a timely fashion.

(2) There will be no basis for the Contractor requesting an equitable adjustment when the delay arises from a failure investigation of a previous mission if it is determined that the failure was caused primarily by the acts or omissions of the Contractor in performance of effort under this contract.

(3) Upon failure to agree to an adjustment, the Contracting Officer shall have the right to unilaterally adjust the order, or decline to adjust the order. Any such unilateral decision shall be subject to the disputes clause. Nothing in this clause shall excuse the Contractor from proceeding with performance of the contract and order.

(f) In the event of a Contractor-requested delay beyond the launch window, NASA reserves the right to seek an equitable adjustment or other consideration.

(End of clause)

16. 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION) (MAY 2018) (The version of the clause in NASA Procurement Class Deviation PCD 18-04 applies in lieu of the standard NASA version of the clause.)

(a) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) –

(1) Before awarding any subcontract expected to exceed $750,000 prior to July 1, 2018, or modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed $750,000, or

(2) Before awarding any subcontract expected to exceed $2 million on or after July 1, 2018, or modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed $2 million.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data–Modifications (DEVIATION 2018-O0015).

(End of clause)

17. 52.215-13, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (DEVIATION) (MAY 2018) (The version of the clause in NASA Procurement Class Deviation PCD 18-04 applies in lieu of the standard NASA version of the clause.)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed $750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed $2 million; and

(2) Be limited to such modifications.

(b) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)—

(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed $750,000, or

(2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed $2 million.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds $2 million.

(End of clause)

18. 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) and ALTERNATE I (JUL 1995) (Applicable if this purchase order/subcontract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government." The blanks in Paragraph (b) are replaced with the table below.)

(a) “Hazardous material,” as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material *(If none, insert “None”)*	**Identification No.**
Pyros	
Explosive Transfer Line	NA, Pyrotechnic Article
Frangible Nut Charge	NA, Pyrotechnic Article
Orion Pyrotechnic Time Delay Assembly	NA, Pyrotechnic Article
Pressure Cartridge Assembly	NA, Pyrotechnic Article
Primer Chamber Assembly	NA, Pyrotechnic Article
Primer Chamber Assembly	NA, Pyrotechnic Article
Initiator Assembly, NSI-3A	NA, Pyrotechnic Article
Detonating Booster Assembly/Electro-Explosive Initiator Assembly	NA, Pyrotechnic Article
Gas Generator Assembly-Drogue Parachute	NA, Pyrotechnic Article

Gas Generator Assembly-Pilot Parachute	NA, Pyrotechnic Article
Gas Generator Assembly-FBC Parachute	NA, Pyrotechnic Article
OSI Hi Temp Propellant	NA, Pyrotechnic Article
FBC Thruster Gas Generator	NA, Pyrotechnic Article
Safe and Arm Devices	NA, Pyrotechnic Article
Through Bulkhead Initiators	NA, Pyrotechnic Article
Solid Rocket Motors (abort, jettison and attitude control)	NA, Solid Rocket Motors
Non-Explosive Hazardous Materials	
Lithion Ion Batteries	NA
Lithium Metal Batteries	NA
Helium	6830-01-008-3431
Nitrogen	6830-00-764-8954
Propylene Glycol/Water Soln.	NA
Novec Engineered Fluid (Radiator System)	NA

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government’s rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

19. 1852.239-74, INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN RISK ASSESSMENT (SEP 2018) (NASA PROCUREMENT DEVIATION 2015-03D) (Applicable for all purchase orders/ subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.)

(a) Definitions, as used in this clause.

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

"Covered foreign country" means the People's Republic of China.

"Covered telecommunications equipment or services" means-

• Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

• For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

• Telecommunications or video surveillance services provided by such entities or using such equipment; or

• Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyberespionage or sabotage before acquiring any high-impact or moderate- impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunication or video surveillance equipment or service meets that definition.

(c) The Contractor shall provide the following information for any IT system, or component hereof, or covered telecommunications equipment or services to be provided in performance of the contract:

(1) A brief description of the item(s).

(2) The vendor/manufacturer’s company name and address.

(3) If known, the vendor/manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to

be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

20. 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) ALTERNATE III (OCT 1997) (Alternate III will also apply.)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.*

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Office [Insert media format]

(End of clause)

21. 52.225-11, BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEVIATION 20-02) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items, where the scope of work includes construction)

(a) Definitions. As used in this clause—

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).
Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) except the Bahrain FTA, United States-Mexico-Canada Agreement and the Oman FTA apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

[Contracting Officer is to list applicable excepted materials or indicate “none”]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (dollars) 1
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

1 Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

22. NASA FARS 1852.204-76 NASA FARS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information [or Controlled Unclassified Information (CUI)], for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: http://www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at https://itsecurity.nasa.gov/policies/index.html.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the

Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

NON-INTERFERENCE USE OF GOVERNMENT PROPERTY The Contractor may use on a rent-free non-interference basis, as authorized and as necessary for the performance of this contract, all Government-owned property accountable to NNJ06TA25C, Orion DDT&E contract, through the completion date of NNJ06TA25C. Use of Government-owned property accountable to all other contracts shall be approved in accordance with local and federal acquisition regulations.

(End of clause)

NON-INTERFERENCE USE OF GOVERNMENT FURNISHED COMPUTER SOFTWARE (GFCS) The Contractor may use on a rent-free non-interference basis, as authorized and as necessary for the performance of this contract, all GFCS authorized for use under NNJ06TA25C through the completion date of NNJ06TA25C. Use of all other GFCS not authorized under NNJ06TA25C or specifically identified in Attachment J-11, Government Furnished Property, of this contract shall be coordinated through the Contracting Officer or the installation Software Release Authority.

(End of clause)

Foreign Travel by Contractor Employees on NASA Official Business (JUL 2022)
Contractor employees (including subcontractors) traveling internationally in support of NASA official business must obtain a country clearance via the Department of State (DOS) electronic Country Clearance (eCC) process. DOS has the authority to grant, withhold, or limit permission for any personnel to travel internationally on U.S. Government official business.

Contractor employees traveling internationally on official NASA business are required to coordinate in advance with the contracting officer’s representative (COR) and Center’s Foreign Travel Coordinator (FTC) prior to traveling, as DOS international travel guidance/policies, and conditions in foreign countries, are subject to change.

In order to obtain a country clearance via the eCC process, travelers must complete an Advance Travel Notification Form (ATNF) and submit it to their Center’s FTC. The form must be submitted at least 30 business days prior to departure in order to obtain a DOS eCC approval. Forms submitted less than 10 business days prior to departure have a presumption of denial, and require justification signed by the Center Director or designated senior individual at the cognizant NASA Center. Travelers must request the ATNF from the Center’s FTC. The list of Center FTCs can be accessed at

https://nasa.sharepoint.com/:b:/s/FTRP/EUYwk_596wRIoYxP91ffpi4BoP49oPWBbEFS6twbLLaR9w?e=7jdgbp. (This link is behind the NASA firewall – contact the COR to get the FTC name if not able to access).

Contractor employees on NASA foreign travel are required to use the International Traveler Checklist (ITC) that provides a list of travel-related items the traveler should review prior to international travel. The traveler does not need to submit the ITC form to the Center FTC; the form is for the benefit of the traveler only. The Center specific ITC can be obtained from the Center's FTC.

In addition to specifying the NASA traveler's contact information, the eCC request must indicate that the traveler has taken the appropriate training, as follows:

> **Counter Threat Awareness Training (CTAT)**: All contractor employees traveling internationally on NASA official business shall complete the CTAT training course (formerly known as High Threat Security Overseas Seminar (HTSOS)) regardless of destination. The CTAT course is available in NASA SATERN at no cost. If the contractor employee does not have access the SATERN, the training may also be acquired at https://fsitraining.state.gov/home/7480 free of charge for employees of Other Government Agencies (OGAs) and all Third Party Contractors. To register, send a completed SF182 form (and contractor memorandum if applicable) to DS-Registrar@state.gov.
>
> For any additional questions regarding the enrollment process, contact the DOS Registrar's Office at: DS-Registrar@state.gov.
>
> The course certification is valid for six years; the validity is retroactive for individuals that completed the HTSOS course prior to the updated DOS guidance. NASA travelers should hand-carry a copy of their CTAT completion certificate with them on all official international travel.
>
> **Foreign Affairs Counter Threat (FACT)**: Contractor employees traveling internationally in support of official NASA business are not required to complete FACT training unless the requirement is specifically included elsewhere in this contract. However, depending on the country and other circumstances, the DOS Chief of Mission Authority may determine that this training is required for contractor employees on official U.S. Government business. The contractor shall coordinate with the COR and Center FTC to determine if the contractor employee(s) must complete the FACT training. The FACT training is an in-person course. Travelers may go to the link below to review the most up-to-date DOS advisories prior to leaving: https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html. The course certification is valid for six years.

All NASA travelers are expected to comply with the current guidance and policies regarding health-related requirements in their destination country(ies), as well as the current requirements for reentry into the United States.

In accordance with NPR 2810.2, titled Possession and Use of NASA Information and Information Systems Outside of the United States and United States Territories; NASA official international travelers shall take NASA IT devices or access NASA accounts only when authorized by the Center CIO or their designee, prior to travel. Travelers should follow their Center's international travel process in addition to this requirement statement.

Specific questions regarding foreign travel and guidance/policy updates may be directed to the Center FTCs.

FAR Clauses

52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006)

52.203-7, Anti-Kickback Procedures (May 2014)

52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)

52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015)

52.203-14, Display of Hotline Poster(s) (Oct 2015)

52.204-10, Reporting Executive Compensation and First Tier Subcontract Awards (Oct 2018)

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019) (Applicable for all purchase orders/subcontracts, including purchase orders/subcontracts for commercial items. "Government in paragraph (b)means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.)

52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.215-2, Audit and Records -- Negotiation (Oct 2010)

52.215-14, Integrity of Unit Prices (Oct 2010)

52.215-23, Limitations on Pass-Through Charges (Oct 2009)

52.219-9, Small Business Subcontracting Plan (DEVIATION) (Aug 2018) (The version of the clause in DoD Class Deviation 2018-O0018 applies in lieu of the standard FAR version of the clause.)

52.222-6, Construction Wage Rate Requirements (Aug 2018) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-7, Withholding of Funds (May 2014) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States. "Contracting Officer" means "Lockheed Martin.")

52.222-8, Payrolls and Basic Records (Aug 2018) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

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52.222-9, Apprentices and Trainees (Jul 2005) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-10, Compliance with Copeland Act Requirements (Feb 1988) (Applicable for all purchase orders/ subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-11, Subcontracts (Labor Standards) (May 2014) (Applicable for all purchase orders/subcontracts for construction within the United States. The last sentence of paragraph (a) is revised to read as follows: "Seller is responsible for compliance by any lower tier subcontractor with all the contract clauses cited in this paragraph.")

52.222-12, Contract Termination -- Debarment (May 2014) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-13, Compliance with Construction Wage Rate Requirements and Related Act Regulations (May 2014) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-14, Disputes Concerning Labor Standards (Feb 1988) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-15, Certification of Eligibility (May 2014) (Applicable for all purchase orders/subcontracts where the scope of work includes construction, alterations and repairs within the United States.)

52.222-16, Approval of Wage Rates (May 2014) (Applicable if Seller will be performing construction work. "Government" means "Lockheed Martin.")

52.222-27, Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applicable for all purchase orders/subcontracts that exceed $10,000 and involve construction work.)

52.222-30, Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applicable if this purchase order/subcontract is subject to the Construction Wage Rate Requirements statute and contains provision for Option(s) to extend the term of the purchase order/subcontract. "Contracting Officer" means "Lockheed Martin.")

52.222-35, Equal Opportunity for Veterans (Oct 2015)

52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)

52.222-37, Employment Reports on Veterans (Feb 2016)

52.222-50, Combatting Trafficking in Persons (Jan 2019)

52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015)

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52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (Applicable if Seller will be providing energy consuming products which will be delivered to the Government, or the energy consuming products are acquired by Seller for use in performing services at a Federally-controlled facility; furnished under the prime contract for use by the Government; or specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

52.224-2, Privacy Act (Apr 1984) (Applicable if Seller will be required to design, develop, or operate such a system of records.)

52.225-9, Buy American Act -- Construction Materials (May 2014) (Applicable if the work contains other than domestic components as defined by this clause.)

52.227-1, Authorization and Consent (Dec 2007)

52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)

52.227-14, Rights in Data - General (May 2014) and Alternate II (Dec 2007) [Modified by NFS 1852.227-14 (Apr 2015)] (Alternate II will also apply.)

52.227-14, Rights in Data - General (May 2014) and Alternate III (Dec 2007) (Alternate III will also apply.)

52.227-14, Rights in Data - General (May 2014) and Alternate V (Dec 2007) (Alternate V will also apply.)

52.227-16, Additional Data Requirements (Jun 1987) (Applicable if Seller will be delivering technical data. “Contracting Officer” means “Lockheed Martin and the Contracting Officer.”)

52.227-21, Technical Data Declaration, Revision, and Withholding of Payment—Major Systems (May 2014) (Applicable if Seller will be delivering technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

52.229-8, Taxes—Foreign Cost-Reimbursement Contracts (Mar 1990) (Applicable if this is a cost reimbursement purchase order/subcontract where the work will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blanks in paragraph (a) are completed with "the foreign country in which this purchase order/subcontract is performed.")

52.230-2, Cost Accounting Standards (DEVIATION) (May 2018) (The version of the clause in NASA Procurement Class Deviation PCD 18-04 applies in lieu of the standard NASA version of the clause.)

52.232-17, Interest (May 2014) (Applicable if this purchase order/subcontract contains any clauses which refers to an Interest clause. “Government” means “Lockheed Martin”.)

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52.232-32, Performance-Based Payments (Apr 2012) (Applicable to the Seller only if under this purchase order/subcontract Lockheed Martin will be making financing payments to the Seller in the form of performance based payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013) (Applicable for all purchase orders/subcontracts where software or services will be retransferred to the Government.)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEVIATION 20-03) (The version of the clause in NASA Procurement Class Deviation 20-03 applies in lieu of the standard NASA version of the clause.)

52.236-5, Material and Workmanship (Apr 1984) (Applicable for all purchase orders/subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

52.236-7, Permits and Responsibilities (Nov 1991) (Applicable for all purchase orders/subcontracts where subcontractors will be required to obtain permits for construction work. "Government" means "Lockheed Martin.")

52.236-13, Accident Prevention (Nov 1991) (Applicable for all purchase orders/subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin or the Contracting Officer." "Government" means "Lockheed Martin or Government.")

52.236-19, Organization and Direction of the Work (Apr 1984) (Applicable for all purchase orders/ subcontracts where the scope of work includes construction. "Contracting Officer" means "Lockheed Martin.")

52.239-1, Privacy or Security Safeguards (Aug 1996) (Applicable if this purchase order/subcontract is for information technology, and/or for the design development, or operation of a system of records using commercial information technology services or support services.)

52.242-14, Suspension of Work (Apr 1984) (Applicable for all purchase orders/subcontracts where the scope of work includes construction work.)

52.244-6, Subcontracts for Commercial Items (DEVIATION 20-03) (The version of the clause in NASA Procurement Class Deviation 20-03 applies in lieu of the standard NASA version of the clause.)

52.245-1, Government Property (JAN 2017)

52.245-9, Use and Charges (Apr 2012) (Applicable for all purchase orders/subcontracts when the clause at 52.245-1, Government Property, applies. Communication with the government under this clause will be made through Lockheed Martin.)

52.246-8, Inspection of Research and Development – Cost Reimbursement (May 2001) (Applicable if Seller has a cost reimbursement purchase order/subcontract that is for research and development. "Government" means

"Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government" and in paragraph (k) where the term is unchanged.)

52.249-6, Termination (Cost-Reimbursement) (May 2004) and Alternate I (Sep 1996) (Alternate I will also apply if this purchase order/subcontract is for construction.)

NASA FARS Clauses

1852.225-71, Restriction on Funding Activity with China (DEVIATION) (Feb 2012) (Applicable for all purchase orders/subcontracts.)

1852.234-2, Earned Value Management System (DEVIATION) (Nov 2015) (Applicable if this purchase orders/subcontract is subject to earned value management system requirements. The terms "Contracting Officer" and "Government" include Lockheed Martin.)

(f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:

(1) For subcontracts with an estimated dollar value of $100 million or more, the following subcontractors shall comply with the requirements of this clause.

Hamilton Sundstrand Corporation
Aerojet Rocketdyne Inc.

(2) For subcontracts with an estimated dollar value of less than $100 million, the following subcontractors shall comply with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtain compliance/validation.

ATK Launch Systems Inc.

1852.245-70, Contractor Requests for Government-Furnished Property (Aug 2015) and Alternate I (Aug 2015) (Alternate I will also apply if Seller is authorized to screen Government inventory for available property in lieu of Seller acquisition of new items.)

1852.245-71, Installation—Accountable Government Property (JUN 2018)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

NASA Procedural Requirement (NPR) 4310.1 Identification and Disposition of NASA Artifacts

NASA Procedural Requirement (NPR) 4200.2 NASA Equipment Management Manual for Property Custodians

JSC Procedural Requirement (JPR) 1281.7 Control of Customer Property

JSC Procedural Requirement (JPR) 1281.15 Identification, Handling, Storage, Packaging, Preservation, and Delivery

JSC Work Instruction (JWI) 4200.1 Management of Controlled Equipment

JSC Work Instruction (JWI) 4210.2 JSC Instructions for Control of Program Stock (formally JSC 26549)

JSC Work Instruction (JWI) 4300.1 JSC Instructions for Excess and Disposal of Government Property

JSC Work Instruction (JWI) 6050.1 Procedures for Processing Shipments from JSC

Ames Policy Directive (APD) 4200.2, Management of Controlled Equipment

Ames Policy Directive (APD) 4530.1, Item Shipment Policies and Procedures

Ames Policy Directive (APD) 6000.1D, Transportation Management

Kennedy NASA Procedural Requirements (KNPR) 4000.1, Supply and Equipment System Manual

For installation-accountable Government property located at Michoud Assembly Facility, the following applies:

User Responsibilities:

The contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) Installation Accountable Government Property (IAGP) under his/her custody and control. Contractor shall be responsible for the following: (1) ensuring IAGP is used only in the pursuit of approved programs, or

as otherwise authorized; (2) updating record locations in EQUIPMENT or notifying cognizant Property Custodian, of all equipment location changes; (3) ensuring that any lost, missing or damaged IAGP is officially reported to his/her supervisor, the appropriate Property Custodian, and the Protective Services Department; (4) notifying Property Custodian of IAGP not being actively used; (5) ensuring that IAGP is turned into the Property Disposal Officer through EQUIPMENT or the Property Custodian when no longer needed; under no circumstances will the contractor dispose of IAGP, whether tagged or untagged; and (6) notifying the Contracting Officer, cognizant Property Custodian, and the Center's Supply and Equipment Officer (SEMO) upon termination of employment.

Contractor Acquired Property Onsite:

Initiate transfer of accountability by submitting a MSFC Form 4554, "Transfer and Shipping Document" (or equivalent DD Form 1149), accompanied by a copy of the Contractor's applicable purchasing and receipt document for the property. The Contractor shall reference both the Contractor's Subcontract/Purchase Order number and the Government contract number on the Form 4554. For equipment purchases, the Form 4554 (or equivalent DD Form 1149) shall be submitted within 15 working days after acceptance of each item of equipment by the Contractor (Note: For transfers of capitalized property the contractor must provide a copy of supporting invoices, to include third party invoices, to substantiate capitalized asset costs). Acquisition costs are be recorded on the document and include all costs to place the asset in service in accordance with NFS 1845.7101-1 Property classification and costing guidance.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:
_X_ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
_X_ (2) Office furniture.
_X_ (3) Property listed in [Insert attachment number or "not applicable" if no equipment is provided]. (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records. (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
__ (4) Supplies from stores stock.
_X_ (5) Publications and blank forms stocked by the installation.
_X_ (6) Safety and fire protection for Contractor personnel and facilities.
_X_ (7) Installation service facilities: [Insert the name of the facilities or "none"].
_X_ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
_X_ (9) Cafeteria privileges for Contractor employees during normal operating hours.
_X_ (10) Building maintenance for facilities occupied by Contractor personnel.
_X_ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

1852.245-71, Alternate I - Installation-accountable Government Property (JAN 2011)

As prescribed in 1845.107-70(b)(4), substitute the following for paragraph (b)(1)(i) of the basic clause:
(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

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1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (JAN 2017)

1852.245-75, Property Management Changes (JAN 2011)

1852.245-76, List of Government-Furnished Property (Jan 2011) (Applicable if Seller is being furnished Government property.)

1852.245-78, Physical Inventory of Capital Personal Property (AUG 2015)