



**THE CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
SUBCONTRACT FORMS SET**

(for all subcontract types, as indicated below)
(this document located at: <https://acquisition.jpl.nasa.gov/tc/>)

This document is hereby incorporated into the subject subcontract and is made a material part thereof. The below entitled Sections are applicable in accordance with the specified subcontract types.

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*Table's subcontract type acronyms represent the following:

- A&E:** Architect & Engineering
- CIS:** Commercial Items or Services
- CR:** Cost Reimbursable
- CREI:** Cost Reimbursement with an Educational Institution

- FPC:** Fixed-Price Construction
- FPEI:** Fixed Price with an Educational Institution
- FP-NR&D:** Fixed-Price Non-Research & Development
- FP-R&D:** Fixed-Price Research & Development

- LH/T&M:** Labor-Hour/Time & Material
- REL:** Real Estate Lease
- RSA:** Research Support Agreement
- T&MC:** Time & Material Construction

Section 1: Asbestos Notification

The Jet Propulsion Laboratory (JPL) is committed to providing a safe and healthful work environment for all personnel. Consistent with this commitment, and in compliance with California Health & Safety Code 25915 *et seq.*, JPL provides this notification to subcontractors of the presence of asbestos-containing materials (ACM) in JPL buildings.

Laboratory management, working with the JPL Occupational Safety Program Office (OSPO) and the Facilities and Logistics Division, manages an on-going program of asbestos identification and control. JPL's Asbestos Management Plan includes bulk sampling surveys, surveys of specific locations of ACM, air monitoring results, friable asbestos condition assessments conducted by an outside consultant, procedures and handling restrictions, information concerning potential health risks, and an annual Asbestos Notification and Asbestos Awareness Training for members of the Facilities and Logistics Division and Facilities Maintenance and Operations Section staff who may come in contact with ACM.

In accordance with the provisions of the California Health and Safety Code, Section 25915.2, this document serves as the official annual notification to all Subcontractor employees that asbestos surveys were completed and reports confirm the presence of asbestos-containing building materials (ACBM) in several buildings on Lab. Survey results and reports are available in the Occupational Safety Program Office (OSPO) during normal business hours.

Asbestos is listed under Proposition 65 of the California Health and Safety Code Sections 25249.5- 25249.13 as a chemical known to the State of California to cause cancer. The mere presence of undisturbed and non-friable ACBM in a building does not present a health hazard. However, exposure to airborne asbestos fibers has been known to cause asbestosis and other asbestos-related diseases.

If disturbed, asbestos-containing materials can release fibers. It is JPL's intention to control the release of fiber by controlling any disturbance of ACBM. All Subcontractor employees are required to contact OSPO prior to beginning work that would disturb building construction materials in any Lab buildings or locations. This includes any type of construction, alterations, and/or improvements to a building, such as:

- Drilling holes in ACBM
- Installing or modifying electrical wiring, telecommunication or computer lines
- Disturbing floor tiles or finishes
- Disturbing pipe or other insulating materials or fireproofing materials.

JPL maintains a comprehensive Asbestos Management Plan (AMP) designed to control ACBM that may be encountered in buildings during general facility operations, maintenance, renovation, and demolition activities. The AMP provides a systematic approach for managing the asbestos program at JPL. The AMP is available for review at OSPO.

You are also requested to contact OSPO if you notice any deterioration in the condition of any ACBM, or if you notice damage to such materials. Only persons authorized and properly trained in asbestos control practices are permitted to perform work that may disturb asbestos materials. We encourage your cooperation in ensuring that ACBM is not disturbed.

Please contact OSPO at extension 818-353-0886 if you have questions concerning this notice.

Section 2: Certifications

*(NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)
(Offer submission and commencement of performance constitute certification and recertification)*

Certification A

Nonsegregated Facilities

- 1.0 "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.
- 2.0 By the submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Subcontract.
- 3.0 By submission of the offer, the offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - 3.1 Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the Subcontractor will be subject to the Equal Opportunity clause;
 - 3.2 Retain such certifications in its files; and
 - 3.3 Forward this certification and the following notice to the proposed subcontractors:

***NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES
A Certificate of Nonsegregated Facilities must be submitted before the award
of a subcontract under which the Subcontractor will be subject to the Equal
Opportunity clause. The certification may be submitted either for each
subcontractor or for all subcontracts during a period (i.e., quarterly, semi-
annually, or annually).***

4.0 By commencing performance of the subcontract work, the selected Subcontractor certifies to the Nonsegregated Facilities provisions above.

Certification B
Anti-kickback Compliance
<i>(A Certification of Anti-Kickback Compliance must be submitted prior to award)</i>

By submission of an offer, the offeror certifies that it has read the General Provision entitled "Anti-Kickback Procedures," contained in the solicitation and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Subcontract. By commencing performance of the subcontract work, the selected Subcontractor certifies to Anti-Kickback Compliance.

Certification C
Equal Opportunity for Workers with Disabilities Compliance
<i>(The Subcontractor represents and certifies the following as part of its offer)</i>

By submission of an offer, the offeror certifies that it complies with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014, and will maintain compliance throughout the life of this Subcontract. By commencing performance of the subcontract work, the selected Subcontractor certifies to the Americans with Disabilities Act compliance.

Certification D
Disclosure Regarding Payments to Influence Certain Federal Transactions
<i>(This certification applies to all offers and awards in excess of \$150,000)</i>

- 1.0 The definitions and prohibitions contained in the General Provision Article "Limitation on Payments to Influence Certain Federal Transactions" are hereby incorporated by reference in this Certification.
- 2.0 By submission of an offer, the offeror certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - 2.1 No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2.2 If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall

complete and submit, with its offer, OMB Standard Form LLL, "Disclosure of Lobbying Activities," to the JPL Subcontracts Manager; and

2.3 The Offeror will include the language of this Certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

3.0 Submission of this certification and disclosure is a prerequisite for making or entering into this Subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to civil penalty of not less than \$20,000 and not more than \$100,000, for each such failure.

Certification E

Full Disclosure by the Subcontractor/Offeror Regarding Whether it Anticipates Being or is Disbarred, Suspended, or Proposed for Debarment by the U.S. Federal Government at Time of Award

1.0 By submission of an offer, the offeror certifies that it has provided full disclosure in writing to JPL whether as of the anticipated time of award of any subcontract resulting from the solicitation, it anticipates that it or its principals will be debarred, suspended, or proposed for debarment by the U.S. Federal Government.

2.0 By commencing performance of the subcontract work, the selected Subcontractor certifies that it has made full disclosure to JPL in writing as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the U. S. Federal Government. (see FAR 9.404 for information on the List of Parties Excluded from Procurement Programs).

Certification F

Regarding Subcontractor Representation By Former Caltech/JPL Employees
(The Subcontractor represents and certifies the following as part of its offer)

By submission of an offer, the offeror certifies that it presently does not have, and if awarded a subcontract it will not have for the duration of the subcontract, any previous JPL or Caltech employee involved in this procurement who has been gone from JPL for less than one year, who participated personally and substantially in the subject matter while working for JPL or Caltech, who was officially responsible for the subject matter while working for JPL or Caltech, and who owns or represents the proposer's organization.

Section 3: Management of Government Property in the Possession of Subcontractors

A. Purpose

This document prescribes the minimum requirements Subcontractors and lower-tier Subcontractors (hereinafter referred to as Subcontractors) must meet in establishing and maintaining control over Government property. If there is any inconsistency between this

document and the terms of the Subcontract, the terms of the Subcontract shall govern. Government property is generally not provided to Subcontractors. The decision to provide Government property to Subcontractors (whether Government-furnished or Subcontractor-acquired) shall be made only after careful consideration of all relevant facts.

B. Requirements

Federal Acquisition Regulation (FAR) Sections 45 Government Property, 52 Solicitation Provisions and Contract Clauses, and the NASA FAR Supplement 1845 Government Property, supplement this document and provide additional information.

C. Subcontractor Responsibility

The JPL Subcontractor is directly responsible and accountable for all Government property in accordance with the provisions of the Subcontract. The Subcontractor's system shall be adequate to control, protect, preserve, and maintain all Government property, including residual and scrap material. The Subcontractor shall maintain and make available all records required by this document and account for all Government property until relieved of that responsibility.

D. Definitions

Government Property: All property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment and real property. Government property does not include intellectual property and software.

Tagged Property: Plant Equipment, Special Test Equipment including Components, Special Tooling, and Non-flight Space Property that is:

- Commercially available and used as a separate item or component of a system; and
- Identifiable by a manufacturer and model number.

(Contract) Work in Process (WIP): Consists of property items under development (not complete) and includes the costs of all WIP regardless of value for all categories of property, all types of equipment and material as well as WIP for International Space Station and Space Shuttle components. The costs of WIP for assets destined for permanent operation in space such as satellites and space probes and their components should NOT be reported.

E. Subcontractor Reporting

(to be sent to the designated JPL Property Administrator)

Monthly Report: The Subcontractor shall provide a completed Contractor-Held Asset Tracking System (CHATS) Report (template available at <http://www.jpl.nasa.gov/acquisition/terms-conditions/>), to JPL on the 3rd business day of each month if the following reporting criteria are met:

- Tagged property (PE, ST, STE & APP) over \$500K; or
- Material and WIP regardless of value.

Annual JPL 1018 NASA Property in the Custody of Subcontractors or equivalent The Subcontractor shall submit a completed JPL 1018 (see <http://www.jpl.nasa.gov/acquisition/terms-conditions/>).

Annual Results of Inventories: The Subcontractor shall submit the following to JPL promptly after completing an annual physical inventory:

- (1) A listing that identifies all discrepancies disclosed by a physical inventory;
- (2) A signed statement that physical inventory of all or certain classes of Government property was completed on a given date; and
- (3) Certification that the official property records were found to be in agreement except for any discrepancies reported.

Excess Government Property: The Subcontractor shall report excess Government property to JPL, utilizing Plant Clearance Automated Reutilization Screening System (PCARSS) or Inventory Disposal Schedule (Form 1428) when the property is no longer required on the Subcontract. See FAR 45.606 for additional clarification. A template for the Inventory Schedule is available at <http://www.jpl.nasa.gov/acquisition/terms-conditions/>).

Loss, Damage, Destruction or Theft of Property: Loss, damage, destruction or theft of Government property in the Subcontractor's possession must be reported as soon as the facts are known. Within 30 days of discovery a request for relief of accountability and a corrective action plan must be submitted.

At the time of receipt, the Subcontractor shall report to JPL, in writing, all cases of overages or shortages.

The removal of Government property to storage, or its contemplated transfer, does not relieve the Subcontractor of these responsibilities.

The Subcontractor's maintenance program shall provide for disclosing and reporting the need for major repair, replacement, and other capital rehabilitation work for Government property in its possession or control.

F. Acquiring and Tagging Government Property

Title Vesting: (*For Educational Institutions and Not-For-Profit Organizations subcontracts only*). The JPL Subcontractor Property Vesting form is required for all items specifically approved by JPL in writing and purchased with funds available for research. JPL Form 7112 (replaced JPL Form 2710) may be used in lieu of the DD1419.

Sensitive Item List (these items are considered sensitive or easily-pilfered and require a NEMS tag):

Items, Regardless of Value:

- a. Weapons, all types including, but not limited to, air, spring, powder, or other propulsions system.
- b. Hazardous Devices, including environmentally hazardous devices.

- c. Small Unmanned Aerial Systems (sUAS), all types (if determined by the Property Administrator after consultation with the cognizant engineer that placement of the tag will not interfere with the operation of the item).

Items with an Acquisition Value of \$100 or More:

- a. Camera, all types
- b. Automatic Data Processing Equipment (ADPE)
 - Computers, all but excluding mainframes
 - External Computer Peripherals, including:
 - Printers
 - Disk Drives Units (external)
 - Tape Drives (external)
 - CD and DVD Drives (external)
 - Scanners
 - Display Units
 - Terminals
- c. Recorders and players, including, but not limited to, digital, laser, cassette, and reel-to-reel
- d. Projectors (except transparency and overhead projectors)
- e. Telephones, cellular
- f. Telescopes
- g. Televisions

Tagging Property: Property Tags must be requested *within 30 days of receipt of property* by the Subcontractor.

- Tags shall be affixed to property of any value as directed by JPL.
- Include the following information to JPL when requesting a tag using the JPL ADI Template **or equivalent**. JPL ADI Template located under the *Supporting Documents* tile at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/>.
 - Description
 - Manufacturer
 - Model Number
 - Serial Number
 - FSC
 - Cost
 - Subcontract Number
 - Date in Service
 - Property Type

The JPL ADI Template may be used in lieu of DD 1342 DOD Property Record. All markings shall be removed or obliterated when Government property is sold, scrapped, or donated.

G. Disposition of Government Property

Shipment of Government Property: Adequate descriptions of property and accurate dollar values, including Requisition and Invoice/Shipping Document Form DD1149 (available at: <http://www.jpl.nasa.gov/acquisition/terms-conditions/>) shall be included with the shipment and a copy forwarded to the JPL Property Administrator.

Property Closeout: A Property Closeout Certificate, JPL Form 0948, shall be signed by the Subcontractor's authorized representative and returned to JPL prior to final payment. See <https://www.jpl.nasa.gov/acquisition/terms-conditions/>.

Section 4: Notice of Potential Tax Withholding

JPL is legally obligated to withhold federal and/or state income tax from certain subcontractor and consultant payments when required by law. Withholding may be required under the following circumstances:

1. Nonresident Independent Subcontractor/Consultant State Source Income Tax

Pursuant to CA Revenue and Taxation Code 18662 and CA Franchise Tax Board FTB Pub. 1023, Payments made to California nonresident subcontractors or consultants, including sole proprietors, corporations, limited liability companies, and partnerships, that do not have a permanent place of business in CA, or that are not registered to do business in California, are subject to a seven percent state income tax withholding for services performed in California. No withholding is required on payments for goods, or for services performed outside California. See State Tax Form 587 (Nonresident Income Allocation Worksheet) and Form 590 (Withholding Exemption Certificate).

2. Nonresident (and Resident) Alien Federal Income Tax

Pursuant to Internal Revenue Code 1441, payments made to nonresident alien subcontractors/consultants are subject to a thirty percent federal income tax withholding for services performed in the U.S. unless an exception applies. A nonresident alien from a country with an income tax treaty with the United States may be exempt from tax under the Self-employment Article of the treaty if the individual satisfies the conditions of the treaty article. A nonresident alien from a non-treaty country may claim a daily personal exemption amount. Such nonresident aliens who have a U.S. taxpayer identification number (TIN) – either a U.S. Social Security Number or Individual Taxpayer Identification Number – can submit Federal Tax Form 8233 (Exemption From Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual) to claim a withholding reduction or exemption. No exemption is available for nonresident aliens who lack a TIN. Nonresident aliens not claiming such an exemption should submit Federal Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding). For more information, refer to IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities. Resident aliens should complete Federal Form W-9 (Payer's Request for Taxpayer Identification Number and Certification) to submit a U.S. taxpayer identification number. Resident aliens with no U.S. taxpayer identification number will be subject to back-up withholding, currently at a rate of twenty-five percent.

3. Federal or State Tax Liens or Levies

JPL may be required to withhold payments in an amount necessary to satisfy tax liens or levies or judgments duly issued against subcontractors or consultants by cognizant tax or judicial authorities.

***Disclaimer:** JPL is not liable for amounts incorrectly withheld. However, if JPL determines that amounts have been incorrectly withheld, and provided that such amounts have not been remitted to tax authorities, JPL shall refund such amounts to the subcontractor/consultant.*

Section 5: Notification to Prospective Subcontractors of JPL's Ethics Policies and Anti-Kickback Hot Line

JPL is committed to conducting its business in accordance with the highest standards of ethics and integrity. In this regard, we have an on-going orientation and training program to assure that every JPL employee is aware of this commitment and their individual responsibility for compliance. We must rely on the personal integrity of our employees and the integrity and cooperation of our suppliers and subcontractors to make sure that these high standards are maintained.

The policies that implement our standards of business conduct state clearly that no employee may solicit or accept any "kickback," gift, gratuity, entertainment, compensation, or favors of any kind from any supplier/subcontractor or prospective supplier/subcontractor to JPL. Our policies make it clear that these standards not only apply to procurement personnel but also to employees in all functions and at all levels.

The purpose of this letter is to make sure that subcontractor personnel are aware of JPL policies, and that all parties achieve and maintain excellence in the conduct of business relationships.

In the unlikely event that any JPL employee ever attempts to solicit a "kickback," please notify JPL immediately. JPL has established an Anti-Kickback Hot Line number, **(818) 354-9999**. Please feel free to call this number collect. The information provided will be handled with confidentiality, investigated thoroughly, and appropriate action taken.

Thank you for your cooperation and support in this important matter.

Section 6: Release of Information

This Subcontract with the Jet Propulsion Laboratory (JPL) constitutes a subcontract under the Prime Contract between the California Institute of Technology (Caltech) and the National Aeronautics and Space Administration (NASA). It is NASA's policy to provide the widest practical dissemination of information on all of its activities. Since 90% of NASA's research and development effort is performed by private industry, subcontractors have played a large role in this process.

In accordance with this policy, the Subcontractor may want to issue press releases or plan publicity and advertising from time to time, and the Subcontractor will be expected to respond to queries from information media.

Close coordination in all of these matters is required, and JPL requires that all materials (e.g., news and photo releases, exhibit copy, motion picture scripts, and advertising copy) directly related to Subcontractor's work with and for JPL be reviewed by JPL for technical accuracy prior to issuance or use.

To expedite this review, the Subcontractor shall send the materials to the Institutional Communications Office, mail stop 186-120, stating Subcontractor's deadlines and referencing the subcontract number.

In the event this Subcontract is a cost-reimbursement subcontract, review by JPL shall not constitute approval for reimbursement of expenditures made in connection with publicity or advertising releases. Any such expenditure remains subject to applicable cost principles.

Nothing contained herein shall be deemed to change existing requirements relating to the release of classified information.