# SECTION I MODEL CONTRACT

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1.0 CONTRACT CLAUSES FOR COMMERCIAL ITEMS

1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following clause is incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

52.212-4 Contract Terms and Conditions -- Commercial Items (Jan 2017)

1.2 ADDENDUM TO 52.212-4 SUPPLEMENTAL CONTRACTOR INVOICING INSTRUCTIONS

Contractor invoices shall comply with the requirements stipulated in FAR clause 52.212-4, Contract Terms and Conditions – Commercial Items, Paragraph (g) and the following supplemental instructions:

1) The invoice shall contain a summary worksheet of all NASA Centers, as well as individual worksheets for each Center identifying costs being invoiced. Costs should include the following applicable taxes: property, sales, commercial activity, rental and/or gross receipts.

2) Worksheets shall be consistent with the standard ordering reports generated by the NASA IT Service Management (ITSM) System, to facilitate reconciliation and verification of all costs.

3) The invoice shall contain a Summary worksheet, Invoice Details worksheet, and Total of Services ordered worksheet to be populated as follows:

   i. The Summary worksheet shall identify the Invoice Number, Invoice Center, Invoice Date, Contract, Contract Number, Invoice Month, Invoice Amount for Services, Cumulative Amount for Services, Invoice Amount for Credits, Cumulative Amount for Credits and Payment Due Date.

   ii. The Invoice Detail worksheet shall identify the Invoice Line Item, Bill Month, associated ServiceNow ticket number, Contract Line Item Number (CLIN), and Monthly Price.

   iii. The Total of Services Ordered worksheet shall identify the subtotal number of end user computing services ordered, subtotal number of mobile services ordered, subtotal number of print services ordered and the total of all services ordered. It shall also provide the subtotal dollar amount for end user computing services ordered, subtotal dollar amount of mobile services ordered, subtotal dollar amount of print services ordered and the total dollar amount of all services ordered.
iv. The IT Business Services office will provide a template in .xls or .csv format, which will be used for invoice reconciliation purposes.

4) The invoice shall identify services ordered, retroactive charges, and credits.

5) The original invoice shall be submitted to the NSSC Financial Management Division at the address specified in Block 18A of the SF1449 with an information copy to the Contracting Officer, Contracting Officer Representative (COR), and the NSSC IT Business Services office.

6) Invoices shall be submitted on the 15th calendar day of each month for the previous calendar month of service performed. If the 15th calendar day of the month falls on a weekend or holiday, invoices will be submitted on the next business day following the weekend or holiday.

7) Invoices for individual Task Orders will be submitted in accordance with the payment terms and schedule negotiated in each Task Order.

(End of clause)

1.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

   (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(Contracting Officer check as appropriate.)


__ (5) [Reserved].


__ (10) [Reserved].


__ (ii) Alternate I (Nov 2011) of 52.219-3.

X (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Jan 2011) of 52.219-4.

__ (13) [Reserved]


__ (ii) Alternate I (Nov 2011).

__ (iii) Alternate II (Nov 2011).


__ (iii) Alternate II (Mar 2004) of 52.219-7.
X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
   __ (ii) Alternate I (Nov 2016) of 52.219-9.
   X (iii) Alternate II (Nov 2016) of 52.219-9.
   __ (iv) Alternate III (Nov 2016) of 52.219-9.
   __ (v) Alternate IV (Nov 2016) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
__ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
__ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
X (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (35)(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

X (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

X (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).


X (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

X (39)(ii) Alternate I (Jun 2014) of 52.223-14.


X (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

X (41)(ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

X (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).


X (45)(ii) Alternate I (JAN 2017) of 52.224-3.


X (47)(ii) Alternate I (May 2014) of 52.225-3.

X (47)(iii) Alternate II (May 2014) of 52.225-3.

X (47)(iv) Alternate III (May 2014) of 52.225-3.


X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).


X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

__ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the
Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).


(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

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


(B) Alternate I (Jan 2017) of 52.224-3.


(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Nov 2017). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
(2) Alternate I (JAN 2017) of 52.224-3.
(Q) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)
(R) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(S) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
2.0 CONTRACT VALUE AND FUNDING

2.1 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 1, 2019 through January 31, 2029.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

2.2 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days of the contract end date.

(End of clause)

2.3 MINIMUM AND MAXIMUM QUANTITIES

For purposes of the minimum and maximum values identified in FAR clause 52.216-22, Indefinite Quantity, the minimum and maximum quantities to be ordered under this contract
during the entire ten year period of performance are specified below:

   a. The minimum contract value is $25,000,000.00

   b. The maximum contract value is $2,910,000,000.00

   (End of clause)

2.4 LIABILITY FOR LOST, DAMAGED, DESTROYED OR STOLEN

   (a) The Government assumes no liability for loss, damage, destruction (willful or otherwise) or theft of any asset (tangible or intangible) provided by the Contractor to any party in performance of this contract except as stated in this clause.

   (b) The liability of the Contractor for losses resulting from loss, theft, damage, or destruction of any asset, provided by the Contractor to the Government in performance of this contract, caused by (i) a government employee, (ii) another Government Contractor, and/or (iii) grantee, shall not exceed 0.50% of all Agency orders for End User Computing Services, Mobile Services, and Print Services invoiced and paid during the prior 12 month period.

   (c) If the actual losses resulting from loss, theft, damage, or destruction caused by (i) a Government employee, (ii) another Government Contractor, and/or (iii) grantee, exceeds 0.50% of all Agency orders for End User Computing Services, Mobile Services, and Print Services invoiced and paid during the prior 12 month period, the Government will reimburse the Contractor for the lesser of the actual loss (acquisition cost less straight-line depreciation) or actual cost for replacing lost, stolen, damaged or destroyed equipment, provided the Contractor can substantiate both the nature of the loss and the reimbursement costs with either written or electronic records.

   (End of clause)
ORDERING OF SERVICES AND SUPPLIES

3.1 PLACING ORDERS FOR SERVICES

(a) The Government will order all services and supplies required under this contract through either the (1) NASA IT Service Management (ITSM) System or (2) Individual Task Orders. Orders placed in NASA ITSM System will be funded through one Individual Task Order for each contract performance period. The NASA ITSM is further defined in Model Contract Section 3.2; NASA IT Service Management (ITSM) System.

(b) Individual Task Orders will be ordered on an as needed basis by the Government to fulfill Agency, Center, or Mission specific requirement above the Core Contract requirements as delineated in PWS Sections 1-13. Individual Task Orders will be ordered on a Firm Fixed Price or Firm Fixed Price Level-of-Effort basis as identified in the Government’s request for proposal. Labor and materials required to perform Level-of-Effort services will be ordered by the Contracting Officer utilizing procedures as defined in Model Contract Section 3.3; 1852.216-80 Task Ordering Procedures. All Task Orders shall be priced using the Fully Burdened Labor Rates as delineated in Attachment I-7, Fully Burdened Labor Rates by labor category by contract year.

(c) Enhanced Support Services will be ordered on an as needed basis on either a daily or monthly basis to fulfill specific Agency, Center or Mission requirements above the Core Contract requirements as delineated in PWS Sections 1-12. Orders for Enhanced Support Services will be placed through the ITSM System at the daily or monthly rates as delineated in Attachment I-9; CLIN Pricing. The Government will provide a minimum two week notice when monthly Enhance Support Services are no longer required by the requesting organization. See Attachment I-1, Performance Work Statement Section 13.0; Enhanced Support Services for a description of the ordering process for daily and monthly Enhanced Support Services.

(d) Minimum and maximum order limitations for any single order are stipulated in FAR clause 52.216-19, Order Limitations. Individual Task Orders may be placed under this contract at any time before expiration of the current term of the contract; however performance must be completed no later than six months after the expiration of the current contract term.

(End of clause)

3.2 NASA IT SERVICE MANAGEMENT (ITSM) SYSTEM

The NASA ITSM System is maintained by the NASA Shared Services Center and is an integrated cloud-based platform which is used by Enterprise IT Services Contractors to track, manage, and fulfill service requests, incident tickets, knowledge items, change requests, and problem tickets, create/run reports, and other processes and activities as defined in PWS Sections 4 and 6. As part of the NASA End-user Services & Technologies (NEST) contract, the NASA ITSM System also provides NEST End-users with a single automated tool to submit and track service requests, incidents, and feedback, take customer satisfaction surveys, search the knowledge base, and run reports for services delineated in Attachment I-9, CLIN PRICING.
3.3 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 business days (or as specified by the Contracting Officer in the request) after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order (or an authorization to proceed) to the Contractor containing, as a minimum, the following:

1) Date of the order.

2) Contract number and order number.

3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

4) Performance standards, and where appropriate, quality assurance standards.

5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

7) Delivery/performance schedule including start and end dates.

8) If contract funding is by individual task order, accounting and appropriation data.
(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 business day after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

ALTERNATE I (OCT 1996)

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

1. Contract number, task order number, and date of the order.
2. Task ceiling price.
3. Cost and hours incurred to date for each issued task.
4. Costs and hours estimated to complete each issued task.
5. Significant issues/problems associated with a task.
6. Cost summary of the status of all tasks issued under the contract.

(End of clause)

3.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one dollar ($1.00), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

1. Any order for a single item in excess of fifty millions dollars ($50,000,000.00);

2. Any order for a combination of items in excess of one hundred million dollars ($100,000,000.00); or

3. A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisision Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.5 TECHNOLOGY INNOVATION AND TRANSFORMATION PLANNING

(a) The process to start a Technology Innovation or Transformation Planning activity shall commence with the Contractor submission of a Technology Innovation or Transformation Planning business case or a NASA request for an investigative Task Order. The business case shall contain sufficient detail to evaluate its viability as an approach to changing an existing service or introducing a new service.

(b) The Contractor shall provide a business case with an estimated schedule, costs and risks at no additional cost to the Government for infusing new technology innovation or transformation planning. The Contractor shall present the business case to the Government. The Government will fully review the business case before making a final decision on whether to accept and implement the proposal for the technology innovation or transformation panning.

The business case shall include:

1. assigned responsibilities (including customers and suppliers) for implementation, operations and maintenance;
2. required changes to the existing service management framework and services;
3. required communication and coordination with relevant stakeholders;
4. requirements for new or changed contracts/agreements to align changes with business needs;
5. training and skill requirements;
6. processes, measures, methods and tools to be used in connection with the new or changed service, e.g. capacity management, financial management;
7. budgets and timelines;
8. acceptance criteria;
9. measurable, expected outcomes from implementing the new or changed service
10. measures to ensure changes adhere to IT Security policy and do not undermine the IT Security posture of NASA systems or data.
11. description, at the individual requirement level, as to how the proposed new or
alternate approach impacts functional requirements and Service Level Agreements (SLAs) detailed in the relevant portions of the RFP/contract
12. Identification of any variance from requirements detailed in the RFP/contract
13. The specific benefit(s) of undertaking the proposed technology innovation/ transformation in terms of its technical merits and addressing the intent of PWS Section 1.2, NEST Vision Goals and Objectives
14. Identification of the initiation date and occurrence of major milestones as defined in NPR 7120.7 (e.g. PDR, CDR, ORR, etc.) relative to that date
15. Identification of any assumptions, risks, and impacts, (e.g., impacts on end-users during and after the technology innovation/transformation, policies, architecture, procedures, integration with other Enterprise IT Services contracts, etc.), as well as mitigation strategies to address the impacts.
16. Identification of impacts to the overall life cycle costs for the affected functional area to which the Contractor shall commit to if the transformation is implemented as proposed.

(c) After review of the business case, the Government at its option may request the Contractor to submit a Project Plan in accordance with NPR 7120.7 NASA Information Technology and Institutional Infrastructure Program and Project Management Requirements, This Project Plan may require subsequent modifications before final acceptance. If the Project Plan is accepted by the Government, an equitable adjustment to the contract may be required. If so, the equitable adjustment will be negotiated between the parties.

(End of clause)
4.0 CONTRACT TERMS AND OPTIONS

4.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

4.2 PERIOD OF PERFORMANCE

(a) The Period of Performance of the base period shall be from February 1, 2019 to January 31, 2021

(b) In the event that the Government exercises its right to extend the term of the contract under FAR clause 52.217-9, Option to Extend the Term of the Contract, the period of performance of each option is identified below:

<table>
<thead>
<tr>
<th>Option Periods</th>
<th>Period of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (two years)</td>
<td>February 1, 2021 to January 31, 2023</td>
</tr>
<tr>
<td>2 (one year)</td>
<td>February 1, 2023 to January 31, 2024</td>
</tr>
<tr>
<td>Award Term Option Periods</td>
<td>Period of Performance</td>
</tr>
<tr>
<td>1 (one year)</td>
<td>February 1, 2024 to January 31, 2025</td>
</tr>
<tr>
<td>2 (one year)</td>
<td>February 1, 2025 to January 31, 2026</td>
</tr>
<tr>
<td>3 (one year)</td>
<td>February 1, 2026 to January 31, 2027</td>
</tr>
<tr>
<td>4 (one year)</td>
<td>February 1, 2027 to January 31, 2028</td>
</tr>
<tr>
<td>5 (one year)</td>
<td>February 1, 2028 to January 31, 2029</td>
</tr>
</tbody>
</table>

(End of clause)

4.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

(End of clause)

4.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to the end of the existing contract period, provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract
expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years, six months.

(End of clause)

4.5 1852.216-72 AWARD TERM (AUG 2017)

(a) Based on overall Contractor performance as evaluated in accordance with the Award Term Plan, the Contracting Officer may extend the contract for the number and duration of award terms as set forth in the Award Term Plan.

(b) The Contracting Officer will execute any earned award term period(s) through a unilateral contract modification. All contract provisions continue to apply throughout the contract period of performance or ordering period, including any award term period(s).

(c) The Government will evaluate offerors for award purposes by adding the total price for all options and award terms to the price for the basic requirement. This evaluation will not obligate the Government to exercise any options or award term periods.

(d) The Award Term Plan is included in Attachment I-8; Award Term Option (ATO) Plan. The Award Term Plan provides the methodology and schedule for evaluating Contractor performance, determining eligibility for an award term, and, together with Agency need for the contract and availability of funding, serves as the basis for award term decisions. The Contracting Officer may unilaterally revise the Award Term Plan. Any changes to the Award Term Plan will be in writing and incorporated into the contract through a unilateral modification citing this clause prior to the commencement of any evaluation period. The Contracting Officer will consult with the Contractor prior to the issuance of a revised Award Term Plan; however, the Contractor's consent is not required.

(e) The award term evaluation(s) will be completed in accordance with the schedule in the Award Term Plan. The Contractor will be notified of the results and its eligibility to be considered for the respective award term no later than 120 days after the evaluation period set forth in the Award Term Plan. The Contractor may request a review of an award term evaluation which has resulted in the Contractor not earning the award term. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

(f)(1) The Government has the unilateral right not to grant or to cancel award term periods and the associated Award Term Plan if—

(i) The Contractor has failed to achieve the required performance measures for the corresponding evaluation period;
(ii) After earning an award term, the Contractor fails to earn an award term in any succeeding year of contract performance, the Contracting Officer may cancel any award terms that the Contractor has earned, but that have not begun;

(iii) The Contracting Officer has notified the Contractor that the Government no longer has a need for the award term period before the time an award term period is to begin;

(iv) The Contractor represented that it was a small business concern prior to award of this contract, the contract was set-aside for small businesses, and the Contractor represents in accordance with FAR clause 52.219-28, Post-Award Small Business Program Rerepresentation, that it is no longer a small business; or

(v) The Contracting Officer has notified the Contractor that funds are not available for the award term.

(2) When an award term period is not granted or cancelled, any—

(i) Prior award term periods for which the Contractor remains otherwise eligible are unaffected, except as provided in paragraph (g) of this clause; or

(ii) Subsequent award term periods are also cancelled.

(g) Cancellation of an award term period that has not yet started for any of the reasons set forth in paragraph (f) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the Contractor to any termination settlement or any other compensation.

(h) Cancellation of an award term period that has not yet commenced for any of the reasons set forth in paragraphs (f) and (g) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the Contractor to any termination settlement or any other compensation. If the award term is cancelled, a unilateral modification will cite this clause as the authority.

(i) Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)
4.6 ASSET TRANSITION FROM NEST CONTRACT TO SUCCESSOR CONTRACT

(a) The NEST Contractor shall ensure the services provided under this contract continue without interruption for the successor to the NEST contract during the phase-in period. The successor shall have the opportunity to acquire existing NEST assets (e.g., hardware and software) from the NEST Contractor after award of a follow-on contract(s) has been made in accordance with the following procedures and requirements:

1) The successor will be afforded the opportunity to acquire the NEST assets at no more than the residual value listed in the NASA ITSM System or Attachment I-2, DRD IT-06, Infrastructure Asset Transition Value Report
2) If the successor acquires the NEST assets from the NEST Contractor, the NEST Contractor shall transfer any and all warranties associated with these assets to the successor at the time of such acquisition.
3) In the event that the Successor chooses not to acquire the existing NEST assets, the NEST Contractor shall coordinate a schedule for the removal of those assets with the successor. The removal of any assets not acquired by the Successor shall be dispositioned in accordance with Federal guidelines by the NEST Contractor during the phase-in period of the follow-on contract(s).
4) All existing assets shall remain installed and usable by the Government through the transition of assets or their replacement by the Successor.
5) The NEST Contractor shall ensure all purchase and leasing arrangements, both for hardware and software, used by the NEST Contractor, include provisions to transfer to a successor.
6) Software licenses acquired by the NEST Contractor shall be transferable to the successor at no additional cost upon completion of the NEST contract.
7) During the phase-in period, the NEST Contractor shall be responsible for pick-up and removal of any hardware asset replaced by the Successor within three working days after the replacement occurs.

(b) The NEST Contractor shall furnish familiarization training at the beginning of the phase-in period to the Successor.

(c) Asset Transition Value Methodology (ATVM) – The following methodology and business rules shall apply to the calculation of the ATV:

1) The Residual Value is defined as the value of the asset at the time of asset transition.
2) The Residual Value is based on straight line depreciation over the useful life of the asset calculated as ATV = (C / R) * (R - D)
   C is the Acquisition Cost
   R is the Refresh Cycle of the Device
   D is the Number of Months the asset has been deployed
3) The ATV shall not include any Government-furnished or institutional-provided property or equipment, nor shall it include any infrastructure items for which title resides with the Government.
4) The ATV amount is based upon the asset being left in place and the successor taking title to the equipment.

(End of clause)
4.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

(a) In compliance with the Service Contract Labor Standards statute, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

<table>
<thead>
<tr>
<th>Employee Class</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>01011 - Accounting Clerk I</td>
<td>GS-3</td>
</tr>
<tr>
<td>01012 - Accounting Clerk II</td>
<td>GS-4</td>
</tr>
<tr>
<td>01013 - Accounting Clerk III</td>
<td>GS-5</td>
</tr>
<tr>
<td>01020 - Administrative Assistant</td>
<td>GS-7</td>
</tr>
<tr>
<td>01041 - Computer Operator I</td>
<td>GS-4</td>
</tr>
<tr>
<td>01042 - Computer Operator II</td>
<td>GS-5</td>
</tr>
<tr>
<td>01043 - Computer Operator III</td>
<td>GS-6</td>
</tr>
<tr>
<td>01044 - Computer Operator IV</td>
<td>GS-7</td>
</tr>
<tr>
<td>01045 - Computer Operator V</td>
<td>GS-8</td>
</tr>
<tr>
<td>14071 - Computer Programmer I</td>
<td>GS-5</td>
</tr>
<tr>
<td>14072 - Computer Programmer II</td>
<td>GS-7</td>
</tr>
<tr>
<td>14073 - Computer Programmer III</td>
<td>GS-9</td>
</tr>
<tr>
<td>14074 - Computer Programmer IV</td>
<td>GS-11</td>
</tr>
<tr>
<td>14101 - Computer Systems Analyst I</td>
<td>GS-9</td>
</tr>
<tr>
<td>14102 - Computer Systems Analyst II</td>
<td>GS-11</td>
</tr>
<tr>
<td>14103 - Computer Systems Analyst III</td>
<td>GS-12</td>
</tr>
<tr>
<td>30081 - Engineering Technician I</td>
<td>GS-3</td>
</tr>
<tr>
<td>30082 - Engineering Technician II</td>
<td>GS-4</td>
</tr>
<tr>
<td>30083 - Engineering Technician III</td>
<td>GS-5</td>
</tr>
<tr>
<td>30084 - Engineering Technician IV</td>
<td>GS-7</td>
</tr>
<tr>
<td>30085 - Engineering Technician V</td>
<td>GS-9</td>
</tr>
<tr>
<td>30086 - Engineering Technician VI</td>
<td>GS-11</td>
</tr>
<tr>
<td>01191 - Order Clerk I</td>
<td>GS-2</td>
</tr>
<tr>
<td>01192 - Order Clerk II</td>
<td>GS-3</td>
</tr>
<tr>
<td>14150 - Peripheral Equipment Operator</td>
<td>GS-4</td>
</tr>
<tr>
<td>14160 - Personal Computer Support Technician</td>
<td>GS-7</td>
</tr>
<tr>
<td>01270 - Production Control Clerk</td>
<td>GS-6</td>
</tr>
<tr>
<td>01311 - Secretary I</td>
<td>GS-4</td>
</tr>
<tr>
<td>01312 - Secretary II</td>
<td>GS-5</td>
</tr>
<tr>
<td>01313 - Secretary III</td>
<td>GS-6</td>
</tr>
<tr>
<td>01410 - Supply Technician</td>
<td>GS-7</td>
</tr>
</tbody>
</table>
NOTE: These employee classifications are not indicative of any future organization resulting from this competition.

FRINGE BENEFITS

Annual Leave: Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years' service; and 26 days for 15 years of service or over.

Sick Leave: Receives 13 days paid leave per year.

Holidays: Receives 10 paid holidays per year.

Health Insurance: For most employees, the Government contribution equals the lesser of either a) 72% of the overall weighted average; or b) 75% of the total premium for the plan selected by the employee.

Group Life Insurance: Government pays one-third the cost of basic life insurance rate premiums. Employee share costs $0.15 cents per $1,000 of coverage.

Retirement: The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees’ base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.4% of the employees’ base pay towards a basic benefit plan (FERS FRAE contribution is employee 4.4% / Agency 9.6%, FERS RAE contribution is employee 3.1%/Agency 9.6%.) FERS, FERS RAE, and FERS FRAE 6.2% to Social Security, 1.45% towards Medicare, and 1%(plus matching contributions of up to 4% of basic pay, depending on employee contribution) to a Thrift Savings Plan. Under CSRS Offset, the employee contributes 0.8% of base pay towards the retirement benefit up to the Social Security maximum, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

(End of clause)
5.0 PROPERTY MANAGEMENT

5.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)
- 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)

5.2 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

**Is identified in Attachment I-11: List of Government Furnished Property**

(End of clause)

5.3 1852.245–71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

(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;

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:

- (1) Office space, office equipment, work area space, and utilities as delineated in Attachment I-4; Government Provided Facilities. Government telephones are available for official purposes only.
- (2) Office furniture.
- (3) Property listed in Attachment I-11; List of Government Furnished Property.

  (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.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: None.
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
(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)

5.4 1852.245–74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (Jan 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item’s operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activities listed below:

A copy of the NASA Terminal facility Guide has been posted

on the NEST webpage at www.nssc.nasa.gov/nest

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

5.5 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment I-11; *List of Government Furnished Property* of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the NASA Performance Sites identified in Attachment I-1; *Performance Work Statement, Section 1.5* and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1 the Contractor is accountable for the identified property.

(End of clause)

5.6 1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment I-11, *List of Government Furnished Property* of this contract on a no charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the NASA Performance Sites identified in Attachment I-1; *Performance Work Statement, Section 1.5* and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

5.7 1852.245–82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEP 2017)

(a) In addition to the requirements of the clause at FAR 52.245–1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Estate Management.
(2) **NPR 8831.2**, Facilities Maintenance and Operations Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor’s expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

5.8 **1852.245–83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)**

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (**FAR 52.245–1**), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

(1) **NPD 8800.14**, Policy for Real Estate Management.

(2) **NPR 8831.2**, Facilities Maintenance and Operations Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all
reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor’s real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

5.9 COMPONENT CLASSIFICATION FOR END USER COMPUTING, MOBILE, AND PRINT SERVICES

The hardware and software components shall meet current NASA performance standards as defined in NASA-STD 2804x, NASA-STD 2805x, and Addendum I to Attachment I-1; Performance Work Statement. During the course of this contract, the Contractor shall supply a completed software configuration template as identified in Attachment I-2, DRD IT-13 Software Load Configuration, within thirty (30) days of each NASA-STD-2804X revision. During the course of the contract, the Contractor shall supply a completed hardware configuration template as identified in Attachment I-2, DRD IT-07, Vendor Product Performance Specifications, within thirty (30) days of each NASA-STD-2805x revision.

All equipment and/or components shall be delivered in accordance with Section I, Model Contract, 6.1, 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts. Until a new NASA-STD 2804x, NASA-STD 2805x, or Addendum I to Attachment I-1; Performance Work Statement is issued, the Contractor shall deliver the software components as specified in Attachment I-2, DRD IT-13 Software Load Configuration, hardware components as specified in Attachment I-2, DRD IT-07, Vendor Product Performance Specifications unless a Transition Proposal is submitted by the Contractor and approved by the Government for implementation outside of the revision cycle.

(End of clause)

5.10 ASSET OWNERSHIP

The following table details the accountability and ownership for NEST-related hardware and software. “Government” in the below table is defined as Government or support Contractor.

<table>
<thead>
<tr>
<th>Type of Asset</th>
<th>Accountability</th>
<th>Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>End User Computing, Mobile, and Print Service Hardware, included and optional equipment</td>
<td>NEST Contractor</td>
<td>NEST Contractor</td>
</tr>
<tr>
<td>Augments to NEST Hardware (internal to devices)</td>
<td>NEST Contractor</td>
<td>NEST Contractor</td>
</tr>
<tr>
<td>Hardware and Software Transferred from ACES Contract</td>
<td></td>
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<tr>
<td>---------------------------------------------------</td>
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<tr>
<td><strong>Standard Load Software</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ACES Product Catalog (APC) Purchased Hardware</td>
<td></td>
<td></td>
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<tr>
<td>augmented internal to ACES Hardware</td>
<td></td>
<td></td>
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<tr>
<td>Managed Software purchased from the APC</td>
<td></td>
<td></td>
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<tr>
<td>installed on ACES Hardware</td>
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<td></td>
</tr>
<tr>
<td>Unmanaged Software (purchased from the APC or</td>
<td></td>
<td></td>
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<tr>
<td>other vendor) installed on ACES Hardware</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Government</th>
<th>Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEST Contractor</td>
<td>NEST Contractor</td>
</tr>
<tr>
<td>NEST Contractor</td>
<td>NEST Contractor*</td>
</tr>
<tr>
<td>NEST Contractor</td>
<td>NEST Contractor*</td>
</tr>
</tbody>
</table>

* Except as specified as Government furnished in Attachment I-25 List of Licenses

(End of clause)

5.11 DELIVERY OF NEW ASSETS (RESERVED for AWARD if NECESSARY)
6.0 SPECIAL CONTRACT REQUIREMENTS

6.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

- **52.203-13** CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- **52.204-2** SECURITY REQUIREMENTS (AUG 1996)
- **52.204-4** PRINTED OR COPIED DOUBLE SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- **52.204-9** PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- **52.204-13** SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
- **52.204-18** COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- **52.204-19** INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- **1852.204-76** SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)
- **1852.208-81** RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
- **52.209-10** PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- **1852.215-84** OMBUDSMAN (NOV 2011) ALTERNATE I (JUN 2000)
- **52.223-17** AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- **1852.223-72** SAFETY AND HEALTH (SHORT FORM) (JUL 2015)
- **1852.223-75** MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) -- ALT I (FEB 2006)
- **52.227-14** RIGHTS IN DATA-GENERAL (MAY 2014) -- ALT II (DEC 2007) ALT III (DEC 2007) AND ALT V (DEC 2007)
- **1852.227-14** RIGHTS IN DATA-GENERAL (APR 2015)
- **52.227-19** COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
- **1852.227-86** COMMERCIAL COMPUTER SOFTWARE LICENSE (APR 2015)
- **1852.227-88** GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)
- **52.232-40** PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- **1825.237-72** ACCESS TO SENSITIVE INFORMATION (JUN 2005)
- **1852.237-73** RELEASE OF SENSITIVE INFORMATION (JUN 2005)
- **1852.242-72** DENIED ACCESS TO NASA FACILITIES (OCT 2015)
- **52.251-1** GOVERNMENT SUPPLY SOURCES (APR 2012)
(a) **Definitions.** As used in this clause--

“Covered Contractor information system” means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered Contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)
6.3 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of “Secret.” See Federal Acquisition Regulation clause 52.204-2 in this contract and Attachment I-13, DD Form 254, Contract Security Classification Specification.

(End of clause)

6.4 52.216-3 ECONOMIC PRICE ADJUSTMENT – SEMISTANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the supplies identified as line items __________ [offeror insert Schedule line item number] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term “established price” means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor’s established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor’s established price, and this contract shall be modified accordingly.

(c) If the Contractor’s applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor’s written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective—

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor’s written request within 10 days thereafter; or
(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor’s written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

6.5 1852.225-70 EXPORT LICENSES (FEB 2000)

(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 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 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 any NASA installation, 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.

(End of clause)

6.6 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of CLINs identified in NFS Clause 1852.216-78, Firm-Fixed-Price, the sum of $TBD is presently available for payment and allotted to this
contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

**SCHEDULE FOR ALLOTMENT OF FUNDS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be Determined</strong></td>
<td></td>
</tr>
</tbody>
</table>

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **TBD**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the contracting Officer shall, upon the Contractors’ written
request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government’s failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

6.7 1852.239-73 REVIEW OF THE OFFEROR’S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (APR 2016) (DEVIATION)

(a) Definitions, as used in this provision.

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

“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems do not include—

- Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
• Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency.
• Imbedded IT that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where IT is integral to its operation are not considered IT systems;
• Services in support of IT systems, such as help desk services; or
• Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) NASA’s OCIO will review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system. NASA’s 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.

(c) The apparent successful offeror shall provide the following information for all IT systems offered:
   (1) A brief description of the item(s).
   (2) Vendor/manufacturer’s company name and address.
   (3) If known, 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 to the NASA OCIO. NASA shall reject any IT system that the OCIO deems to be a high-impact or moderate-impact, unless it is determined that the acquisition is in the national interest of the United States. NASA’s OCIO reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

(End of provision)

6.8 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (APR 2016) (DEVIATION)

(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.
“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. However, IT systems do not include—

- Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
- Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency;
- Imbedded IT that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered IT systems;
- Services in support of IT systems, such as help desk services; or
- Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) NASA HQ OCIO IT Security Division will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate-impact IT systems. 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.

(c) The Contractor shall provide the following information for any IT system, or component thereof, 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 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 to the NASA HQ OCIO IT Security Division, 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 the NASA HQ OCIO IT Security Division deems to be high impact or moderate impact unless the HQ OCIO 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, 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 IT system.
(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.

(End of clause)

6.9 ASSOCIATE CONTRACTOR AGREEMENTS (ACAs)

(a) The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring cooperation and coordination (with Contractors under other NASA contracts) in the accomplishment of the Government’s requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the implementation of NASA Enterprise IT Services contracts which shall ensure the greatest degree of cooperation to meet the terms of the contract. Associate Contractors are listed in paragraph (h) below.

(b) ACA shall include the following general information:

(1) Identify the Associate Contractors and their relationships.

(2) Identify the program(s) involved and the relevant Government contracts of the Associate Contractors.

(3) Describe the Associate Contractor interfaces by general subject matter.

(4) Specify the categories of information to be exchanged or support to be provided.

(5) Identify the expiration date (or event) of the ACA.

(6) Identify potential conflicts between relevant Government contracts and the ACA and include agreements on protection of proprietary data and restrictions on employees.

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

(d) Nothing in the foregoing shall affect compliance with the requirements of the Organizational Conflict of Interest clause.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs or price associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of contract.

(h) The following are “Associate Contractors” with whom agreements are required:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Services</th>
<th>Contractor</th>
<th>Enterprise IT Services</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Applications Service Technologies (EAST 2)</td>
<td>Business and engineering applications</td>
<td>Science Applications International Corporation (SAIC)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>NASA Integrated Communications Services (NICS)</td>
<td>Communication services</td>
<td>Science Applications International Corporation (SAIC)</td>
<td>X</td>
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</tr>
<tr>
<td>NASA Shared Services Center - Service Provider Contract (NexGen)</td>
<td>Enterprise Service Desk, NASA ITSM System</td>
<td>CSRA</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

(i) In addition to those Agency contracts delineated above, the Contractor shall also be required in performance of NEST services to interact/interface with the following Center-specific contracts/Contractors.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Services</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ames Research Center</td>
<td>IT Security services, provides mission-critical support services under the NASA ARC ACITS3, including support for information technology (IT) systems &amp; facilities, NASA Agency Security Operations Center (SOC), business systems, scientific computing systems, and outreach/informational systems.</td>
<td>ASRC Research &amp; Technology.</td>
</tr>
<tr>
<td>Ames Consolidated Information Technology Services (ACITS3) Contract #NNA13AB88C</td>
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</tr>
<tr>
<td>Space Technology Research and Development (STRAD) NA10DE12C</td>
<td>Desktop and mobile devices in support of engineering services and project management.</td>
<td>ERC Inc.</td>
</tr>
<tr>
<td>Aerospace Testing and Facilities Operations and Maintenance (ATOM) NNA09DB39C</td>
<td>Desktop and mobile devices in support of computer system and IT security expertise.</td>
<td>Qualis</td>
</tr>
<tr>
<td>(Protective Services)</td>
<td>Physical security.</td>
<td>SecTek</td>
</tr>
<tr>
<td>Location</td>
<td>Description</td>
<td>Contractor</td>
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<tr>
<td>Armstrong Flight Research Center</td>
<td>Communication Services</td>
<td>Science &amp; Technology Corp.</td>
</tr>
<tr>
<td>Research Facilities &amp; Engineering Support Services (RF&amp;ESS) – NND14AA72C</td>
<td>Research facilities and engineering support Services, Multimedia, specialized lab and engineering seats, data center, physical security support, application development, web support, local helpdesk</td>
<td>ASRC Federal / IntTeq.</td>
</tr>
<tr>
<td>Glenn Research Center</td>
<td>Facility Operation Repair Maintenance (FORM II Contract) – NNC14BA11B</td>
<td>Wolf Creek Federal Services</td>
</tr>
<tr>
<td>Professional, Administrative, Computational &amp; Engineering (PACE IV) NNC14BA04B</td>
<td>Maintenance and operation of institutional facilities (buildings and systems)</td>
<td>Peerless Technologies Corp.</td>
</tr>
<tr>
<td>Technical Information, Administrative, and Logistics Services (TIALS) NNC16CA11C</td>
<td>Professional, administrative, computational &amp; engineering services in support of Information Technology requirements.</td>
<td>Alcyon Technical Services</td>
</tr>
<tr>
<td>Goddard Space Flight Center</td>
<td>Goddard Information Technology Integration Support Services (GITISS)</td>
<td>Business Integra, Inc</td>
</tr>
<tr>
<td>NASA Headquarters</td>
<td>Goddard Information Technology Integration Support Services (GITISS)</td>
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<tr>
<td>Facilities Maintenance Contract</td>
<td>Center wide logistical, technical, and administrative support services</td>
<td></td>
</tr>
<tr>
<td>Logistics Contract</td>
<td>Call Center Services, Data Center Service, Application Development Services, IT Security Services, Governance Services, Project Management Services</td>
<td></td>
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<tr>
<td>HQ Protective Services</td>
<td>Facility infrastructure</td>
<td>Arranged through HQ Civil</td>
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<tr>
<td>HQ Information Technology Support Services (HITSS)</td>
<td>Logistics, and loading dock services</td>
<td>Trax</td>
</tr>
<tr>
<td>Diversified Protections Services</td>
<td>Physical Security</td>
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<tr>
<td>Johnson Space Center</td>
<td>HQ IT related services that are not elements of I3P</td>
<td>DMI</td>
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<tr>
<td>Contract</td>
<td>Service Description</td>
<td>Vendor</td>
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<tr>
<td>COMIT (NNJ16JA52B)</td>
<td>JSC CIO - Information Technology</td>
<td>MORI Associates</td>
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<tr>
<td>BITSec</td>
<td>IT Security</td>
<td>Cambridge</td>
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<tr>
<td>JOIST (multi-award contract)</td>
<td>Flight Operations</td>
<td>L&amp;M Technologies</td>
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<tr>
<td>MAPI (NNJ12GA46C)</td>
<td>ISS IT</td>
<td>Barrios</td>
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<td>Facilities Maintenance Contract (NNJ08JA01C)</td>
<td>Facility infrastructure, power</td>
<td>PAE</td>
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<td>PSC I</td>
<td>Physical Security</td>
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<td>Logistics Contract (NNJ08JA01C)</td>
<td>Logistics</td>
<td>Tech Trans</td>
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<td>Kennedy Space Center</td>
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<td>International</td>
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<tr>
<td>Institutional Support Contract (ISC)</td>
<td>Facility infrastructure operations, engineering &amp; support (including power, HVAC, and transportation)</td>
<td>URS Federal Technical Services Inc.</td>
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<tr>
<td>KSC Environment &amp; Medical Contract (KEMCON)</td>
<td>Integrated Occupational Medicine &amp; Environmental Health Program for NASA</td>
<td>Integrated Mission Support Services,</td>
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<tr>
<td>KSC Protective Services Contract (KPSC) II</td>
<td>Security &amp; Protective Services for KSC</td>
<td>Chenega</td>
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<tr>
<td>Kennedy Infrastructure, Applications, and Communications (KIAC)</td>
<td>All communications &amp; IT security services not specifically identified in the NICS contract or other I3P contracts for KSC performance</td>
<td>ASRC Federal data Solutions, LLC (AFDS)</td>
</tr>
<tr>
<td>KSC Institution Support Services (KISS) IV</td>
<td>Mail services, technical training, photocopy/reproduction services</td>
<td>Apache-Logical JV</td>
</tr>
<tr>
<td>Test Operations support Contract</td>
<td>Ground Operations, Facility infrastructure operations, engineering &amp; support (including Power &amp; HVAC) in selected KSC areas</td>
<td>Jacobs</td>
</tr>
<tr>
<td>Expendable Launch Vehicle Integrated Support (ELVIS) Contract III</td>
<td>Acquisition &amp; Management of Expendable Launch Vehicle (ELV) launch services</td>
<td>Analect Corporation</td>
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<tr>
<td>Langley Research Center</td>
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<tr>
<td>Service Description</td>
<td>Description</td>
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<tr>
<td>Langley IT Enhanced Services (LITES II)</td>
<td>IT Services not otherwise covered under the Agency IT Contracts. The IT services include, but are not limited to: system administration, IT Security, database administration, web and application development, operation, maintenance, and administration; software development for scientific, engineering, and research applications; and support for the investigation, planning, and implementation of emerging technologies.</td>
<td>Science Applications International Corporation (SAIC)</td>
</tr>
<tr>
<td>Science, Technology, And Research Support Services (STARSS III)</td>
<td>Supports atmospheric science research for NASA LaRC Science Directorate (SD) to include development, implementation, and operation of advanced instruments; missions and operations; scientific research; applied sciences; and a full range of IT activities associated with the Atmospheric Science Data Center (ASDC).</td>
<td>Science Systems and Applications, Inc. (SSAI)</td>
</tr>
<tr>
<td>Center Maintenance, Operations, and Engineering (CMOE)</td>
<td>Provides the services for the maintenance, operations, and engineering of LaRC’s institutional facilities and highly technical research facilities to include research facilities operations, central utilities operations, technology development/administration, research and institutional facility maintenance, and facility engineering. This includes system administration for facility and data acquisition systems.</td>
<td>Jacobs Technology, Inc.</td>
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<tr>
<td>Marshall Space Flight Center</td>
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<td>MSFC Information Technology Services (MITS II)</td>
<td>MSFC IT Services</td>
<td>All Points, LLC</td>
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<td>MSFC and MAF Protective Services (MMPS)</td>
<td>MSFC Protective Services</td>
<td>Security Walls, LLC</td>
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<td>HOSC Mission IT services</td>
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<td>NASA Shared Services Center</td>
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<td>NSSC Service Provider Contract (NNX16MA01B)</td>
<td>IT Security, System Administration, Enterprise Service Desk</td>
<td>CSRA</td>
</tr>
<tr>
<td>NASA Agency-wide</td>
<td>Circuits</td>
<td>Verizon Business &amp; AT&amp;T Corp. (tail circuits only) Qwest Government Services, Inc.</td>
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<td>Stennis Space</td>
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<td>Syncom Space Services (S3)</td>
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</table>

(End of Clause)

6.10 ACCESS TO NASA INSTALLATIONS
(a) Each NASA Center is required to enact and maintain appropriate physical security measures necessary to provide for protection of persons and property. Positive entry controls have been established at all entry points to the Center and individually designated security areas and facilities, as deemed necessary, to preclude unauthorized access to critical areas, information, or personnel.

NASA currently employs an Agency-specific employee photo-ID badge or Center-specific visitor pass to ensure only properly authorized personnel are granted access to NASA Centers, facilities, and other resources. Center Chiefs of Security have developed local procedures pertaining to the issuance, utilization, control, and accountability of the NASA Photo-ID badge and any Center-specific visitor passes. These photo-ID badges are required as official identification for entry to NASA facilities.

(b) The Contractor’s Program Manager or designee shall obtain, from each Center Chief of Security, guidance on Center specific policies and procedures relative to the issuance, utilization, control, and accountability of the NASA Photo-ID badge and any Center specific visitor passes.

(c) Representatives at Centers have been delegated the responsibility to review and approve all requests for NASA Photo-ID badges consistent with the requirements of FAR 52.204-9, Personal Identity Verification of Contractor Personnel, NPR 1600.1, NASA Security Program Procedural Requirements, and any local Center policies.

(End of clause)

6.11 EQUIPMENT FAILURE PLAN

The contractor shall remove from service and replace any service related system or component that exhibits a repeatable fault at no additional cost to the government.

In cases where replacement systems have greater remaining useful life, the contractor shall refresh replacement devices according to the original planned refresh date of the replaced device.

(End of clause)

6.12 COMPUTER/ELECTRONIC ACCOMMODATIONS PROGRAM (CAP) SUPPORT

The Contractor shall support NASA employees in obtaining assistive technology in accordance with the Computer/Electronic Accommodations Program (CAP), a partnership between NASA and the Department of Defense.

CAP provides assistive technology and services to people with disabilities, Federal managers, supervisors and IT professionals. The CAP Technology Evaluation Center (CAPTEC) is a demonstration and assessment facility where Managers and individuals seeking solutions to accessibility challenges can see assistive technology, compare different solutions, and ensure equipment compatibility.
The Contractor’s responsibilities are as follows:

a) For NEST end users that have a NEST end user computing or mobile device, the Contractor shall participate with CAP in identifying products that meet the end users’ needs and ensure they are compatible with their NEST end user computing or mobile devices. CAP shall acquire and deliver the products to the end user, or, if preferred, the NEST Contractor.

b) The CAP products will be considered Government furnished property under the NEST contract. The Contractor shall manage the CAP products in the same manner as other Government furnished property under their contract.

c) The Contractor shall be responsible for any necessary registering of the assistive technology after it is installed on the end user's device.

d) CAP will be responsible for any needed user training.

e) The Contractor shall only be responsible for ensuring product compatibility under the Contractor’s control.

(End of clause)

6.13 SECTION 508 COMPLIANCE

(a) The Workforce Investment Act of 1998 amended Section 508 of the Rehabilitation Act of 1973 to require that:

(1) When developing, procuring, maintaining or using Electronic and Information Technology (EIT), agencies must ensure employees with disabilities have access to and use of information and data comparable to that for other employees; and

(2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data comparable to that for members of the public without disabilities.

(b) Section 508 standards shall be taken into consideration in the design of prototypes. Failure to meet Section 508 standards will impact the Government's ability to make future purchases of the technology developed under this contract. Information regarding Section 508 standards can be obtained at http://www.access-board.gov/508.htm.

(c) Supplies, services, end user documentation, and Data Requirement Documents delivered as a result of this solicitation will be accepted based in part on satisfaction of identified Section 508 requirements for accessibility. The Contractor shall also provide OEM validation when hardware and software changes occur.

(End of clause)
6.14 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

(a) OCI Plan. The Contractor’s Organizational Conflict of Interest (OCI) Plan will be incorporated into this contract as a compliance document. If a specific OCI has been identified with respect to the Contractor, the OCI Plan shall describe the actions the Contractor will take to mitigate any identified OCIs. The Contractor shall permit a Government review of the OCI Plan for verification purposes. Additionally, during contract performance, NASA will review the OCI Plan as needed, in the event of changes in the Contractor community due to mergers, consolidations, or any unanticipated circumstances that may create unacceptable organizational conflicts of interest.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. The disclosure shall include either an update to the existing OCI Plan or submission of a separate OCI Plan. The Contractor shall consult with the Contracting Officer to determine whether an update to the existing OCI Plan or submission of a separate OCI Plan is appropriate. This submission shall describe actions the Contractor has taken or proposed to take, to mitigate the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest that necessitates such disclosure. NASA reserves the right to reject an OCI Plan in whole or in part or any revisions thereto, if in the opinion of the Contracting Officer, the OCI cannot be avoided, neutralized, or mitigated.

(c) If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, suspend or debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

(End of clause)

6.15 ASSET TRANSITION VALUE FOR EARLY TECH REFRESH

The Contractor shall provide the ability to effect an early tech refresh for End User Computing, Mobile, and Print Services. Early tech refresh is defined as the replacement of a device before the scheduled refresh date. The Contractor shall invoice on a monthly basis for the residual value of the device until the asset is redeployed to fulfill another service request, or the scheduled retirement date of the refreshed asset.

The Contractor shall invoice the monthly residual value of the device calculated as Monthly ATV = (C / R)

Where:
- C is the Acquisition Cost
• R is the Refresh Cycle of the Device

Once the early refresh is concluded, the time to refresh the new asset is reset. There is no limit to the number of early tech refresh request NEST End-users can submit on an annual basis for End User Computing, Mobile, or Print Services.

The ATV for all End User Computing, Mobile, and Print Services shall be automatically calculated on the Asset record in the NASA ITSM system for each asset ordered in the NASA ITSM system or transferred from the ACES Contractor.
7.0 SMALL BUSINESS REQUIREMENTS

7.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)
1852.219-77 NASA MENTOR-PROTEGE PROGRAM (APR 2015)
### LIST OF ATTACHMENTS

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<td>Minimum Print Hardware Requirements</td>
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<td>Data Procurement Documents (DPD)</td>
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<td>Labor Categories and Position Descriptions</td>
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<td>Schedule of Fully Burdened Labor Rates (Excel File)</td>
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<td>I-10</td>
<td>Pricing Template (Excel File)</td>
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<td>I-11</td>
<td>List of Government Furnished Property</td>
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<td>I-12</td>
<td>List of Applicable Documents</td>
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<td>I-13</td>
<td>DD Form 254, Contract Security Classification Specification</td>
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<td>I-14</td>
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<td>I-16</td>
<td>Small Business Subcontracting Plan (Placeholder)</td>
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<tr>
<td>I-17</td>
<td>Government Property Management Plan (Placeholder)</td>
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<td>Safety and Health Plan (Placeholder)</td>
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<td>Technology Refresh Plan (Placeholder)</td>
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<td>Organizational Conflict of Interest Plan (Placeholder)</td>
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<td>List of Acronyms</td>
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<td>Glossary of Terms</td>
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