

SECTION I MODEL CONTRACT

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1.0 CONTRACT CLAUSES FOR COMMERCIAL ITEMS

1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/browsefar>

NASA FAR Supplement (NFS) clauses:

<https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

(End of clause)

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 PRODUCTS AND COMMERCIAL SERVICES ITEMS (NOV 2021)

1.2 ADDENDUM TO 52.212-4 PARAGRAPH (c) CHANGES

The specific paragraph of FAR **52.212-4** is tailored as below:

Paragraph (c) Changes: Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exceptions of changes made pursuant of NFS **1852.216-72** Award Term which may be changed unilaterally by the Government.

1.3 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) Invoice for Transactional Services Fixed Unit Price 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.

- 2) Invoice for Level of Effort shall be based on the contractor 4-4-5 accounting schedule and shall be submitted within 10 calendar days. If the 10th calendar day falls on a weekend or holiday, invoices will be submitted on the next business day following the weekend or holiday.
- 3) Invoice shall be format accordingly to DRD 2.11-4, *Operational Invoice Validation Data*. SP shall submit Operational Invoice Reconciliation Labor Code & Category Dictionary accordingly to DRD 2.11-5.
- 4) Invoices for individual Task Orders will be submitted in accordance with the payment terms and schedule negotiated in each Task Order.

(End of clause)

1.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

(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 products and commercial services:

(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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(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 products and commercial services:

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

___ (10) [Reserved].

___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

X (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (13) [Reserved]

___ (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-6](#).

___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

X (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([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 (Jun 2020) of [52.219-9](#).

___ (v) Alternate IV (Sep 2021) of [52.219-9](#).

___ (18)

- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).
- X (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).
- X (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ([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 (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O. 11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- X (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- X (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35)
- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ☒ (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (37)
- (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.)
- ___ (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.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- ___ (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ☒ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ☒ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).
- ___ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (Jan 2021) of [52.225-3](#).

___ (iii) Alternate II (Jan 2021) of [52.225-3](#).

___ (iv) Alternate III (Jan 2021) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) [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).

___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

X (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[*Contracting Officer check as appropriate.*]

- ☒ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ☒ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☒ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ☐ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ☐ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ☒ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ☒ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ☐ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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, as defined in FAR [2.101](#), on the date of award of this contract, 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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(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) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([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 the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

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

(xx) [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](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

2.0 CONTRACT VALUE AND FUNDING

2.1 52.216-18 ORDERING (AUG 2020)

(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 **October 01, 2023**, through **September 30, 2031**.

(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) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(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 eight-year period of performance and an additional period not to exceed six months under FAR **52.217-8** Option to Extend Services are specified below:

- a. The minimum contract value is \$1,000,000.00
- b. The maximum contract value is \$400,000,000.00

(End of clause)

3.0 ORDERING OF SERVICES AND SUPPLIES

3.1 ORDERING PROCEDURES FOR TRANSACTIONAL AND LEVEL-OF EFFORT SERVICES

(a) The procedures set forth in Paragraphs (b) through (e) of this clause may be used by any NSSC Contracting Officer to order the services specified in Clauses 3.3, *Transactional Services - Completion Basis* and 3.4, *Level-of-Effort Services*, and are effective for the period stated, Clause 4.2, Period of Performance.

(b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall take precedence.

(c) Approximately 45 days before the start of each contract year, the Contracting Officer will notify the contractor in writing of the individual Transactional Services and quantities that the Government anticipates ordering for the upcoming contract year. Subsequent to that written notification and before the start of the contract year, the Contracting Officer will place an order for the actual individual Transactional Services and quantities required by the Government by executing a modification to the contract that utilizes Attachment I-14, *Contract Line Items/Order Template* to reflect the Transactional Services ordered. An order is considered "issued" when the Government transmits an electronic copy of the executed modification or order to the Contractor.

(d) Approximately 45 days before the start of each contract year, the Contracting Officer will notify the contractor in writing of the individual Level-of-Effort Services, skill mix, and number of productive labor hours that the Government anticipates ordering for the upcoming contract year. Within 10 calendar days after receipt of the Contracting Officer's written notification, the Contractor may submit information in writing for consideration to the Contracting Officer regarding any concerns or recommendations with the anticipated Level-of-Effort Services to be ordered by the Government. Subsequent to receipt of the Contractor's written submittal (if any) and before the start of the contract year, the Contracting Officer will place an order for the actual individual Level-of-Effort Services, skill mix, and number of productive labor hours and quantities required by the Government by executing a modification or order to the contract that utilizes Attachment I-14, *Contract Line Items/Order Template*, to reflect the Level-of-Effort

Services ordered. An order is considered "issued" when the Government transmits an electronic copy of the executed modification to the contractor.

(e) The Contracting Officer may at any time during the term of the contract, order additional Transactional Services and Level-of-Effort Services when required by the Government, by executing a modification to the order that revises Attachment I-14, *Contract Line Items/Order Template*.

(f) For new services, the Contracting Officer will issue task orders to the Contractor, providing specific authorization and funding to perform the work delineated therein. 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*.

(g) Minimum and maximum order limitations for any single order are stipulated in 3.6 FAR 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 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 2 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)

3.3 TRANSACTIONAL SERVICES – COMPLETION BASIS

(a) The total value of all Transactional Services ordered by the Government is \$ TBD. The Contract Line Item Number (CLIN), associated Work Breakdown Structure (WBS), quantity of transactions, firm fixed price rate, and total value for each individual Transactional Service ordered is further delineated by contract year in Attachment I-14, *Contract Line Items/Order Template*.

(b) The unit of measure for each individual Transactional Service is specified in Attachment I-17, *Transaction Service Definitions*.

(c) The contractor is neither authorized to deliver, nor will be reimbursed for individual Transactional Services in excess of the quantities stated in Attachment I-14, *Contract Line Items/Order Template* for the applicable contract year. The contractor shall invoice for the

quantity of individual Transactional Services delivered and accepted by the Government in the month after acceptance was received.

(d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that the total quantity of transactions for any individual Transactional service that the contractor expects to deliver within the next 45 days will exceed the total quantity of transactions for that individual Transactional service in Attachment I-14, *Contract Line Items/Order Template*.

(e) Approximately 75 days after the completion of each contract year (December 15th), the Government will execute a bilateral modification to the contract revising the quantity of transactions for each individual Transactional Service (by CLIN) to reflect actual utilization by the Government for that contract year. DRD 1.0-2, *True Up Submission* will be used to execute a bilateral modification. The firm fixed price rate and total value for each individual Transactional Service (by CLIN) will also be revised to reflect the actual utilization figures, applicable Service Rate Band from Attachment I-13, *Labor and Transaction Rates*, and the associated recalculation of a total value amount.

(f) These terms and conditions do not supersede the requirements of Clause 3.7, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of clause)

3.4 LEVEL-OF-EFFORT SERVICES

(a) During the term of the contract, the Contractor is obligated to provide TBD total "Direct Productive Labor Hours", for performance of all Level-of-Effort Services ordered by the Government. The total value of all Level-of-Effort Services ordered by the Government is \$ TBD. The CLIN, associated WBS, labor category, quantity of productive labor hours, firm fixed price rate, and total value for each individual Level-of-Effort Service ordered is further delineated by contract year in Attachment I-14, *Contract Line Items/Order Template*.

(b) "Direct Productive Labor Hours" are those labor hours expended by contractor personnel, within the labor categories ordered by the Government, (1) to perform work under this contract and (2) are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, holidays, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

(c) Once the number of "Direct Productive Labor Hours" ordered for an individual Level-of-Effort Service (or a specific labor category if more than one labor category had been ordered for that Level-of-Effort Service) is reached or the contract term has ended, the Contractor's requirements under this clause of the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the number of "Direct Productive Labor Hours" ordered for Level-of-Effort Service CLIN (or a specific labor category if more than one labor category had been ordered for the Level-of-Effort Service CLIN) unless

approved by the Contracting Officers Representative. Contract modifications to address any increases/decreases in “Direct Productive Labor Hours” will be addressed in accordance with paragraph (e).

(d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that the total number of “Direct Productive Labor Hours” that the contractor will expend during the next 45 days will exceed the number of “Direct Productive Labor Hours” ordered for the Level-of-Effort Service CLIN (or a specific labor category if more than one labor category had been ordered for the Level-of-Effort Service CLIN).

(e) Approximately 75 days after the completion of each contract year (December 15th), the Government will execute a bilateral modification to the contract revising the quantity of “Direct Productive Labor Hours” for each individual Level-of-Effort Service (by CLIN) to reflect actual utilization by the Government for that contract year. DRD 1.0-2, *True Up Submission* will be used to execute a bilateral modification. The total value for each individual Level-of-Effort Service (by CLIN) will also be revised to reflect the actual utilization figures and the associated recalculations.

$$\text{Actual Number of “Direct Productive Labor Hours”} \times \text{FFP Rate} = \text{Total Value}$$

(f) These terms and conditions do not supersede the requirements of Clause 3.7, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of clause)

3.5 OTHER DIRECT COSTS (ODCs)

(a) For the purposes of this clause, other direct costs include:

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(2) Travel.

(3) Information technology hardware or software not already provided to the contractor as Government furnished property; and

(4) Applicable indirect costs.

(b) The Government estimates that the total annual amount of other direct costs required to be purchased under this contract shall not exceed:

- Travel: \$100,000
- All other ODCs: \$400,000

These are annual estimates, applicable to each contract year. The Government, in consultation with the contractor, will refine the ODC amount in the order it places for each year of services. The contractor shall obtain the approval of the COR before making any purchase of ODCs over \$10,000 in value. The contractor shall obtain the approval of the COR on all travel regardless of value.

(c) The Government will pay actual price paid for the supplies and services that are expressly identified by this contract up to the level previously approved by the CO. This actual price may apply indirect rates (applied in accordance with normal accounting practice) that are fixed as of the contract date are non-profit bearing.

(d) To the extent practical, the Contractor shall obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the contractor shall promptly notify the Contracting Officer and give the reasons. The contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the contractor or would have accrued except for the fault or neglect of the contractor. The contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the contractor or lost through fault of the Government.

(e) If the Contractor furnishes ODCs that meet the definition of a commercial item at FAR 2.101, Definitions, the price to be paid for such ODCs shall not exceed established catalog or market price, adjusted to reflect the quantities being acquired; and any modifications necessary because of contract requirements. The Government will reimburse the Contractor for the actual cost of ODCs (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor has made payments for the ODCs in accordance with the terms and conditions of the agreement or invoice; or will make payment within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the this contract.

(f) The Government will not reimburse the Contractor for ODCs in excess of the amounts stated in Paragraph B of this clause. ODC expenditures shall be separately tracked and reported for each WBS. The Contractor is not authorized to exceed the total ODC value ordered for each Fixed Unit Price and Level-of-Effort Service CLIN unless approved by the Contracting Officer's Representative. A modification to address any increase/ decrease in ODC expenditures at the WBS level will be provided by the Contracting Officer.

(g) The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of the reimbursement of ODCs under this contract.

(h) The Government will not pay profit or fee to the contractor on purchases of ODCs.

(i) These terms and conditions do not supersede the requirements of Clause 3.7, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of clause)

3.6 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 \$1,000, 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 \$5,000,000;

(2) Any order for a combination of items in excess of \$50,000,000; 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 Acquisition 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)

3.7 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of all CLINs and ODCs specified in Clause 3.3, *Transactional Services - Completion Basis*, Clause 3.4, *Level-of-Effort Services*, and 3.5, *Other Direct Costs*, the sum of \$ To be Determined 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

<u>Date</u>	<u>Amounts</u>
To be Determined	

(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 To be Determined.

(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 30 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 85 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, 30 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 Contractor's 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)

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) Contract phase-in shall begin on August 2, 2023 and continue through September 30, 2023. Pricing information and associated funding for the phase-in period will be provided in a separate purchase order to be executed concurrently with the award of this contract.

(b) The Period of Performance of the base period shall be from October 01, 2023, to September 30, 2025.

(c) 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:

<u>Option Periods</u>	<u>Period of Performance</u>
1 (two years)	October 01, 2025, to September 30, 2027
2 (one year)	October 01, 2027, to September 30, 2028

<u>Award Term Option Periods</u>	<u>Period of Performance</u>
1 (one year)	October 01, 2028, to September 30, 2029
1 (one year)	October 01, 2029, to September 30, 2030
1 (one year)	October 01, 2030, to September 30, 2031

Option to Extend Services, FAR 52.217-8 (Nov 1999)

1 (six month)	October 01, 2031, to March 31, 2032
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(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 at least 60 days 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 eight 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-4; *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 rerepresents 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 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.

NSSC Non-exempt Labor Category Titles	Government Grade Equivalents
Accounting Clerk 1	GS-3
Accounting Clerk 2	GS-4
Accounting Clerk 3	GS-5
Administrative Assistant	GS-7
Computer Operator 1	GS-4
Computer Operator 2	GS-5
Computer Operator 3	GS-6
Computer Operator 4	GS-7
Personnel Assistant 1	GS-4
Personnel Assistant 2	GS-5
Personnel Assistant 3	GS-6
Procurement Assistant 1	GS-4
Procurement Assistant 2	GS-5
Procurement Assistant 3	GS-6
Secretary 1	GS-4
Secretary 2	GS-5
Secretary 3	GS-6

NOTE: These employee classifications are not indicative of any future organization resulting from this competition.

(End of clause)

5.0 PROPERTY MANAGEMENT

5.1 1852.245–71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following: NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual. NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements. NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements: TBD. 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 offsite 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, work area space, and utilities. Government telephones and computers are available for official purposes only.

☒ (2) Office furniture.

☐ (3) Property listed in not applicable.

- (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: [Insert the name of the facilities or "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)

5.2 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)

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):

52.204-4 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 2018)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

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) as modify by **1852.227-14** RIGHTS IN DATA-GENERAL (APR 2015)

52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007)

52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

1852.227-70 NEW TECHNOLOGY-OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)

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 (NOV 2021)

1852.235-72 INSTRUCTIONS FOR RESPONDING TO NASA RESEARCH ANNOUNCEMENTS (JUL 2016)

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)

**6.2 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR
INFORMATION SYSTEMS (NOV 2021)**

(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 websites) 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 products or commercial services, 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 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011[DEVIATION 21-01])

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

(End of clause)

6.4 Reserved**6.5 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to potential organizational conflicts of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of these conflicts is that in performing this contract, there are situations where the services performed may give rise to the significant potential organizational conflicts of interest listed below.

(1) Biased Ground Rules. There is a concern that the successful contractor or its proposed subcontractor(s), as part of its performance of a Government contract, has in some sense set the ground rules for another Government contract and could skew future competitions, whether intentionally or not, to their advantage. By virtue of their special knowledge of the agency's future requirements, the contractor or its proposed subcontractors would have an unfair advantage in the competition for those requirements.

(2) Unequal Access to Information. There is a concern that the successful contractor or its proposed subcontractor(s), as part of their performance of a Government contract, obtains access to another contractor's proprietary, business confidential, or financial data and/or non-public information, which may provide the firm an unfair competitive advantage in a future competition.

(3) Impaired Objectivity. There is a concern that the successful contractor or its proposed subcontractor(s) judgment and objectivity in performing their contract requirements may be impaired since the substance of the contractor's performance

has the potential to affect other interests of the contractor, thereby impairing the successful contractor's judgment and objectivity.

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

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

(2) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

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

- (i) A listing of all contractor personnel performing work under this contract that have access to contractor bid or proposal data (see awardee's OCI Plan*) who are prohibited from participating on any business development, proposal preparation, or capture team that was formed for the purpose of obtaining additional NASA work under existing contracts or new procurement opportunities. This listing shall be updated by the Contractor as necessary to keep current.
- (ii) Description of the training that will be provided to all contractor personnel performing work. At a minimum, this training shall include: discussions on the nature and types of OCIs; mitigation techniques; firewalls; management and protection of information and data; contractual requirements; applicable regulations and statutes; penalties for unauthorized disclosure or use; and corporate policies and procedures.
- (iii) The frequency that training will be conducted, how the training will be conducted, who will provide the training, and maintenance of training

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

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

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

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

(f) The term "Contractor personnel performing work under this contract" as used in this clause, means any contractor or subcontractor employee who has access to contractor bid or proposal data and who charges time as a direct cost to this contract regardless of the number of hours incurred. The term also includes supervisory personnel directly over the Contractor personnel with access to contractor bid or proposal data, regardless of location, who are responsible for the day-to-day direction of contract activities, reviewing and/or approving work products and contract deliverables, evaluating the performance of covered employees, and/or the hiring and termination of covered employees. The term "Contractor personnel performing work under this contract" as used in this clause does not extend beyond Contractor personnel with access to contractor bid or proposal data and the supervisory personnel one level above these Contractor personnel.

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

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

(End of clause)

*Update at time award.

6.6 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)

6.7 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall—
(1) Notify the Contracting Officer reasonably in advance; and (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities. No more than 6 individuals shall be designated as key personnel under this clause.

TABLE I-1 KEY PERSONNEL		
	Name of Personnel	Key Position (All Local/On-Site)
1		Program Manager
2		Service Delivery Manager for Service Delivery

3		Functional Manager for Financial Management Services
4		Functional Manager for Human Resource Services
5		Functional Manager for Procurement Services
6		

(End of clause)

6.8 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) Payment requests.

(1) The payment periods are stipulated in the payment clause(s) contained in this contract.

(2) Vouchers submitted under cost-type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) Vouchers. (A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred. (B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs. (C) Indirect rate(s) used to calculate the amount of billed indirect expenses. (D) Progress reports, as required.

(ii) Invoices. (A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance. (B) Progress reports, as required. (C) Date goods and services were performed.

(iii) Fee vouchers. (A) Listing of all provisionally-billed fee by period or date earned since contract award. (B) A reconciliation of all billed and earned fee. (C) A clear explanation of the fee calculations.

(d) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at <https://www.nssc.nasa.gov/vendorpayment>, when any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.

(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment requests. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoices within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(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 or other support 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 I-2		
Contract	Services	Contractor
Advanced Enterprise Global Information Technology Solutions (AEGIS)	Agency Wide-Area Network / Local Area Network & Telecommunications	Leidos, Inc.
Cybersecurity, Privacy Enterprise Solutions and Services (CyPrESS)	Agency Wide Cybersecurity	Booz Allen Hamilton
Enterprise Application Services Technology (EAST 2)	Applications and Web Enterprise Service Technology	SAIC
Enterprise Multimedia and Integrated Technical Services (eMITS)	Agency Wide multimedia and integrated services	TBD

Enterprise Services Center	Enterprise Service Desk, Customer Contact Center, Mailroom, Document Imaging	TBD
NASA Consolidated Applications and Platforms Services (NCAPS)	Applications and Web Enterprise Service Technology	TBD
NASA End User Services & Technologies (NEST)	NASA's end user computing hardware, Agency standard software, mobile IT services, peripherals and accessories, associated end-user services, and supporting infrastructure.	Leidos, Inc.
National Center for Critical Information Processing and Storage (NCCIPS)	Federal Shared Services Data Center	SAIC
Synergy-Achieving Consolidated Operations and Maintenance (SACOM)	Contract for Consolidated Facility, Maintenance Services	Syncom Space Service LLC (S3)

(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 NSSC CONTRACTOR EMPLOYEE BADGING

(a) Contractors requesting badging of employees through NSSC shall contact their Human Resource or Security Representative who will enter the information into the government provided system, IdMAX.

(b) Prior to first day: The applicant's identity is created in IdMAX. The applicant is then created in the Stennis Directory Services from the information in IdMAX. If enrolling prior to Entrance on Duty (EOD) date, a one-day visitor badge will be issued.

(c) On the first day:

A ten (10) day new hire visitor badge is issued at Building 3101 or 7101 based on email sent by NASA Office of Human Capital (OHC) or Sponsor Company, if not previously enrolled. During the ten (10) day duration, an investigation is submitted if needed.

(d) If a badge applicant reports on EOD and has not performed the enrollment process, the applicant is enrolled and issued a 30-day proxy local badge. The new hire will be given notification to appear at South Reception Center, Building 3101 for enrollment.

(e) Once issued, a Personal Identification Verification (PIV) badge will not be renewed prior to 45 days of the expiration unless lost, stolen, or damaged.

(End of clause)

6.12 RIGHTS IN DATA – APPLICABILITY

The default Rights in Data clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL, including any applicable Alternates or modifications. Exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS [as modified by NASA FAR Supplement 1852.227-17 (when available)] for the following Data:

All data delivered under the NTSS pursuant to PWS Sections: 3.8.1 New Business and Special Projects, 3.8.2 Transformational Projects, 3.10.1 Innovation and Continuous Improvement, 3.10.2 Intelligent Automation Services, and 3.10.3 NASA Enterprise Applications Services is covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS to the extent known.

This list may be modified pursuant to the needs of a specific task under this contract.

(End of clause)

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)

8.0 LIST OF ATTACHMENTS

Attachment	Description	Pages
I-1	Performance Work Statement (PWS)	92
I-2	Data Requirements Description (DRD)	110
I-3	Performance Requirements Summary (PRS)	10
I-4	Award Term Option Plan	17
I-5	Department of Labor Wage Determinations	1
I-6	Small Business Subcontracting Plan (placeholder)	TBD
I-7	OCI Plan (placeholder)	TBD
I-8	IT Security Management Plan (placeholder)	TBD
I-9	Safety and Health Plan (placeholder)	TBD
I-10	Quality Control Plan (placeholder)	TBD
I-11	IT Seat and System Hardware Asset Plan (placeholder)	TBD
I-12	Labor Categories	33
I-13	Labor and Transaction Rates (template)	N/A
I-14	Contract Line Items/Order Template	N/A
I-15	Example for Actual Utilization	3
I-16	Phase-in Plan (placeholder)	TBD
I-17	Transactional Service Definitions	13
I-18	Staffing Profile	N/A
I-19	Acronyms	16
I-20	Definitions	10
I-21	Workload Data	N/A
I-22	References	N/A
I-23	Available Reports	N/A
I-24	Government Furnished Property	1
I-25	IT Systems and Applications	N/A
I-26	Business Rules	TBD
I-27	PIV Card Issuance Procedures	1
I-28	Pricing Template	N/A
I-29	DEI&A Plan (placeholder)	TBD