

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 000236		3. EFFECTIVE DATE See Block 16C		1 11	
6. ISSUED BY NASA Shared Services Center Bldg. 1111, C Road Stennis Space Center MS 39529-6000		CODE NSSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) HP ENTERPRISE SERVICES, LLC 13600 EDS DR HERNDON VA 20171-3225		7. ADMINISTERED BY (If other than item 6) NASA Shared Services Center Bldg. 1111, C Road Stennis Space Center MS 39529-6000		CODE NSSC	
CODE 1U305		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNX11AA01C	
				10B. DATED (SEE ITEM 13) 12/27/2010	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 Contract Terms and Conditions - Commercial Items, (c) Changes
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Revise Attachment I-9 CLIN Pricing so that all CLINs "A" through "V" are listed in alpha sequential order.
- Contract Section 2.9 RETAINAGE POOLS AND PERFORMANCE METRICS Table " Retainage Pool and Performance Metrics Pool - Percentage Not Earned" is hereby updated to reflect NASA's retainage determinations for MRP, SRP, PRP, and SBUP for the periods covering from contract inception through the end of February 2014 for MRP and SRP, the end of January 2014 for PRP, and the end of October 2013 for SBUP.
- Incorporate NFS Clause 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION) into Contract Section 6.33.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Adam Kiefer, Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lewis R. Hansen	
15B. CONTRACTOR/OFFEROR ASV		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 4/11/14		16C. DATE SIGNED 4/11/14	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNX11AA01C/000236

PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR  
HP ENTERPRISE SERVICES, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. Add: A.1) Early Tech Refresh (Mobility)-ARC (3 Users) - [REDACTED] Version 1.0; A.2) Early Tech Refresh (Mobility) - KSC (Org AA) - [REDACTED] Version 1.0; A.3) Early Tech Refresh (Mobility) -LaRC (Roe)- [REDACTED] Payment Terms: Net 30 days				

**Section I. Modification Summary paragraph:**

The purpose of this modification is to incorporate the following:

1. Revise Attachment I-9 CLIN Pricing so that all CLINs “A” through “V” are listed in alpha sequential order.
  - Table 2 “T” Computing Seat is now Table 18
  - Table 24 “M” Smartphone Seat is now Table 9
  - All sequential tables were changed to accurately reflect the correct alpha order.
  
2. Contract Section 2.9 RETAINAGE POOLS AND PERFORMANCE METRICS Table “Retainage Pool and Performance Metrics Pool -- Percentage Not Earned” is hereby updated to reflect NASA’s retainage determinations for MRP, SRP, PRP, and SBUP for the periods covering from contract inception through the end of February 2014 for MRP and SRP, the end of January 2014 for PRP, and the end of October 2013 for SBUP.
  
3. Incorporate NFS Clause 1852.225-74 **NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)** into Contract Section 6.33.
  
4. Incorporate three (3) approved Infrastructure Upgrade Proposal (IUP), (A.1) Early Tech Refresh (Mobility) – ARC (3 Users) at a Firm Fixed Price (FFP) of [REDACTED], (A.2) Early Tech Refresh (Compute) – KSC (Org AA) at a Firm Fixed Price (FFP) of [REDACTED] and (A.3) Early Tech Refresh (Mobility) – LaRC (Roe) at a Firm Fixed Price (FFP) of [REDACTED]

In accordance with Section 3.3, Infrastructure Upgrade Ordering Process, the additional technology service referenced below is hereby incorporated into this Contract at the FFP set forth below.

ITEM NO.	IUP NO./ ESD REQUEST ID	IUP DESCRIPTION	PROPOSAL DATE	EFFECTIVE DATE	PRICE	DELIVERY
A.1	[REDACTED]	Early Tech Refresh (Mobility) – ARC (3 Users)	04/03/2014	NASA authorized to proceed on 04/04/2014	[REDACTED]	Completion date N/A, One-time charge
A.2	[REDACTED]	Early Tech Refresh (Mobility) – KSC (Org AA)	04/03/2014	NASA authorized to proceed on 04/04/2014	[REDACTED]	Completion date N/A, One-time charge
A.3	[REDACTED]	Early Tech Refresh (Mobility) – LaRC (Roe)	04/04/2014	NASA authorized to proceed on 04/09/2014	[REDACTED]	Completion date N/A, One-time charge
<b>TOTAL</b>					[REDACTED]	

**Section II. IUP Summary:**

**A.1: Early Tech Refresh (Mobility) – ARC (3 Users) – [REDACTED] Version 1.0**

**Early Tech Refresh (Mobility) – ARC (3 Users) – [REDACTED] Version 1.0:** The purpose of this IUP is to assist three (3) NASA ARC users in obtaining an Early Tech Refresh (ETR) for mobility devices that are exchanged for a new device before the schedule refresh date (36 months compute; 18 months mobility).

**B. SERVICES –**

An ETR consists of an Asset Transition Value (ATV), if any, and a processing fee. The following table presents the terms agreed to by NASA and HPES for fulfillment of ETRs, both compute and mobile. The ATV calculations are from contract modification #169, dated June 14, 2013. The interim ETR process is from NASA’s email dated March 26, 2014.

ETR Charge	Method for Calculating or Charging
ATV for Compute	(Acquisition cost of the original device divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat = ETR Price
ATV for Mobile	(MSRP price for the original device at time of initial order divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat.
Interim Refresh Process	Use of RTSS CLINs S-1 (compute seat) and S-2 (mobility seat) for all early tech refresh requests and/or ACES like to unlike refresh requests for devices that have reached the end of their useful life. Valid through September 1, 2014.

Upon receipt of the approval contract modification, HPES will submit Service Requests (SR) in NASA Enterprise Service Request System (ESRS) on behalf of the users identified in the IUP for each refresh request to track the refresh. For compute seats there will be 2 SR’s coordinated by HPES, a new seat request and a de-subscribe request of the old seat that was refreshed. For mobile seats, there will be 3 SR’s, a new seat request, a configuration change to move the current line number to the new device and a de-subscribe of the old device/ new number that was obtained.

The deployment of the new seat will follow the same work instructions used to complete a refresh to include all steps expected as part of a standard refresh. Reporting of these refreshed seats are not included in the standard deployment reports. All SR’s generated to support this IUP are considered SLA exempt. The new seat order will be fulfilled according to NASA’s request within 10 days.

**C. PRICING –**

HPES has calculated below the charge for ATV of the specified devices within the scope of this IUP using the established formulas. HPES has established that they have passed the 36-month mark.

Mobile

User	Line #	Birth Date	ETR Date	Remaining Months of Useful Life	Original Device	Original Device MSRP	ATV
Feng, Deborah	650 279 4300	-	-	0	Blackberry 9930	-	██████
Fried, Janice	650 279 7426	-	-	0	Blackberry 9930	-	██████
Tu, Eugene	650 906 9044	-	-	0	Blackberry 9930	-	██████
Total							██████

The CLIN S-1 and/or S-2 charges as applied to this IUP are shown in the following table:

CLIN	CLIN Price (CY3)	Number of Units	Price
S-1 Compute Seat RTSS	██████	N/A	█
S-2 Cellular Seat RTSS	██████	3	██████

**D. BILLING SCHEDULE –**

Upon NASA's acceptance of this IUP and its inclusion in a fully executed ACES contract modification, and following completion of the refreshes, HPES will invoice NASA for ██████ for ATV and ██████ for the ETRs for the specified devices.

**E. ASSUMPTIONS –**

- The new seat ordered by HPES on behalf of the user will be exactly what is submitted by the requestor in the IUP per the New Seat template (Appendix A). The specific base-seat CLIN and all requested sub-CLINs must be provided in the template in accordance with the current I-9 CLIN tables. If a sub-CLIN is not explicitly stated in the template, the default in ESRS is selected.
- HPES will enter the new seat order SR on behalf of the user. The SR will be saved and the user will be notified via email that the request is awaiting their approval in ESRS. This is a critical step. The user must agree to and submit the SR for NASA approval before hardware orders will be released to HPES for fulfillment.
- The execution of the refresh is dependent on NASA approving the new seat order SR in ESRS which initiates the logistics process to obtain the seat. If this approval is not completed by NASA in a timely manner, HPES may not meet the requested date for performing the ETRs.
- Quantities of ETRs greater than 10 are subject to a negotiated schedule.
- End users have the final review of the order prior to submission for NASA approval of the SR. HPES will not accept a seat rejected at time of delivery. NASA approval of the SR results in an order for a device. Any rejection of the new device will result in ATV charges.

<b>The total amount for A.1: Early Tech Refresh (Mobility)</b>	██████
<b>-ARC (3 Users) –</b>	██████

**A.2: Early Tech Refresh (Mobility) – KSC (Org AA) – [REDACTED] Version 1.0**

**Early Tech Refresh (Mobility) – KSC (Org AA) – [REDACTED] Version 1.0:** The purpose of this IUP is to assist ten NASA KSC users from the Center Director’s office in obtaining an Early Tech Refresh (ETR) for mobility devices before the schedule refresh date (36 months compute; 18 months mobility).

**B. SERVICES –**

An ETR consists of an Asset Transition Value (ATV), if any, and a processing fee. The following table presents the terms agreed to by NASA and HPES for fulfillment of ETRs, both compute and mobile. The ATV calculations are from contract modification #169, dated June 14, 2013. The interim ETR process is from NASA’s email dated March 26, 2014.

<b>ETR Charge</b>	<b>Method for Calculating or Charging</b>
ATV for Compute	(Acquisition cost of the original device divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat = ETR Price
ATV for Mobile	(MSRP price for the original device at time of initial order divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat.
Interim Refresh Process	Use of RTSS CLINs S-1 (compute seat) and S-2 (mobility seat) for all early tech refresh requests and/or ACES like to unlike refresh requests for devices that have reached the end of their useful life. Valid through September 1, 2014.

Upon receipt of the approval contract modification, HPES will submit Service Requests (SR) in NASA Enterprise Service Request System (ESRS) on behalf of the users identified in the IUP for each refresh request to track the refresh. For compute seats there will be 2 SR’s coordinated by HPES, a new seat request and a de-subscribe request of the old seat that was refreshed. For mobile seats, there will be 3 SR’s, a new seat request, a configuration change to move the current line number to the new device and a de-subscribe of the old device/ new number that was obtained.

The deployment of the new seat will follow the same work instructions used to complete a refresh to include all steps expected as part of a standard refresh. Reporting of these refreshed seats are not included in the standard deployment reports. All SR’s generated to support this IUP are considered SLA exempt. The new seat order will be fulfilled according to NASA’s request within 10 days.

**C. PRICING –**

HPES has calculated below the charge for ATV of the specified devices within the scope of this IUP using the established formulas.

Mobility

User	Line #	Birth Date	ETR Date	Remaining Months of Useful Life	Original Device	Original Device MSRP	ATV
Cabana, Robert	321-289-7539	4-17-2013	4/2014	6	Blackberry Bold 9900	██████	██████
Culp, Heidi	321-431-4816	2-20-2103	4/2014	5	Blackberry Torch 9810	██████	██████
Culp, Heidi	321-431-4802	11-1-2011	4/2014	N/A	Blackberry Torch 9810	██████	
Petro, Janet	321-289-8369	11-1-2011	4/2014	N/A	Blackberry Torch 9810	██████	
Roberts, Kamala	321-289-6522	11-1-2011	4/2014	N/A	Blackberry Torch 9810	██████	
Manning, Kelvin	321-431-5023	11-1-2011	4/2014	N/A	Blackberry Torch 9810	██████	
Cannon, Courtney	321-289-9988	11-1-2011	4/2014	N/A	Blackberry Torch 9810	██████	
Summerfield, Burt	321-431-1333	5-15-2012	4/2014	N/A	Blackberry Bold 9900	██████	
Burkey, Elizabeth	321-362-8671	3-11-2014	4/2014	17	Blackberry Bold 9900	██████	██████
Boatright, Kimberly	321-289-6041	5-28-2012	4/2014	N/A	Blackberry Torch 9810	██████	
Total							██████

**Note:** All users will have their existing ACES mobile numbers, as listed in the table above, ported to the new mobile device with one exception. End-user Courtenay Cannon (existing mobile # 321-289-9988) requires a new number be assigned to her new mobile device. End-User Heidi Culp (existing mobile # 321-431-4816) requires a service carrier change from AT&T to Verizon and her existing mobile # ported from AT&T to Verizon.

The CLIN S-1 and/or S-2 charges as applied to this IUP are shown in the following table:

CLIN	CLIN Price (CY3)	Number of Units	Price
S-1 Compute Seat RTSS	██████	N/A	-
S-2 Cellular Seat RTSS	██████	10	██████

**D. BILLING SCHEDULE –**

Upon NASA’s acceptance of this IUP and its inclusion in a fully executed ACES contract modification, and following completion of the refresh, HPES will invoice NASA for ██████ for ATV and ██████ for the RTSS charges for the specified devices. The total price of this IUP is ██████

**E. ASSUMPTIONS –**

- The new seat ordered by HPES on behalf of the user will be exactly what is submitted by the requestor in the IUP per the New Seat template (Appendix A). The specific base-seat CLIN and all requested sub-CLINs must be provided in the template in accordance with the current I-9 CLIN tables. If a sub-CLIN is not explicitly stated in the template, the default in ESRS is selected.
- HPES will enter the new seat order SR on behalf of the user. The SR will be saved and the user will be notified via email that the request is awaiting their approval in ESRS. This is a critical step. The user must agree to and submit the SR for NASA approval before hardware orders will be released to HPES for fulfillment.
- The execution of the refresh is dependent on NASA approving the new seat order SR in ESRS which initiates the logistics process to obtain the seat. If this approval is not completed by NASA in a timely manner, HPES may not meet the requested date for performing the ETRs.
- Quantities of ETRs greater than 10 are subject to a negotiated schedule.
- End users have the final review of the order prior to submission for NASA approval of the SR. HPES will not accept a seat rejected at time of delivery. NASA approval of the SR results in an order for a device. Any rejection of the new device will result in ATV charges.

<b>The total amount for A.2: Early Tech Refresh (Mobility)</b> <b>– KSC (Org AA) –</b>	
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**A.3: Early Tech Refresh (Mobility) – LaRC (Roe) – Version 1.0**

**Early Tech Refresh (Mobility) – LaRC (Roe) –** The purpose of this IUP is to assist one NASA Langley Research Center (LaRC) user in obtaining an Early Tech Refresh (ETR) for a device that is exchanged for a new device before the schedule refresh date (36 months compute; 18 months mobility).

**B. SERVICES –**

An ETR consists of an Asset Transition Value (ATV), if any, and a processing fee. The following table presents the terms agreed to by NASA and HPES for fulfillment of ETRs, both compute and mobile. The ATV calculations are from contract modification #169, dated June 14, 2013. The interim ETR process is from NASA's email dated March 26, 2014.



ETR Charge	Method for Calculating or Charging
ATV for Compute	(Acquisition cost of the original device divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat = ETR Price
ATV for Mobile	(MSRP price for the original device at time of initial order divided by the number of months of the useful life of the seat) multiplied by the remaining months of the useful life of the seat.
Interim Refresh Process	Use of RTSS CLINs S-1 (compute seat) and S-2 (mobility seat) for all early tech refresh requests and/or ACES like to unlike refresh requests for devices that have reached the end of their useful life. Valid through September 1, 2014.

Upon receipt of the approval contract modification, HPES will submit Service Requests (SR) in NASA Enterprise Service Request System (ESRS) on behalf of the users identified in the IUP for each refresh request to track the refresh. For compute seats there will be 2 SR's coordinated by HPES, a new seat request and a de-subscribe request of the old seat that was refreshed. For mobile seats, there will be 3 SR's, a new seat request, a configuration change to move the current line number to the new device and a de-subscribe of the old device/ new number that was obtained.

The deployment of the new seat will follow the same work instructions used to complete a refresh to include all steps expected as part of a standard refresh. Reporting of these refreshed seats are not included in the standard deployment reports. All SR's generated to support this IUP are considered SLA exempt. The new seat order will be fulfilled according to NASA's request within 10 days.

**C. PRICING –**

HPES has calculated below the charge for ATV of the specified devices within the scope of this IUP using the established formulas. HPES has established that they have passed the 36-month mark.

Mobile

User	Line #	Birth Date	ETR Date	Remaining Months of Useful Life	Original Device	Original Device MSRP	ATV
Ralph Roe	757.871.4509	3/1/2012	9/1/2013	0	iPhone 4S 16 GB	-	██████

The CLIN S-1 and/or S-2 charges as applied to this IUP are shown in the following table:

CLIN	CLIN Price (CY3)	Number of Units	Price
S-1 Compute Seat RTSS	██████	N/A	-
S-2 Cellular Seat RTSS	██████	1	██████

**D. BILLING SCHEDULE –**

Upon NASA’s acceptance of this IUP and its inclusion in a fully executed ACES contract modification, and following completion of the refresh, HPES will invoice NASA for [REDACTED] for ATV and [REDACTED] for the ETR for the specified device. The total IUP price is [REDACTED]

**E. ASSUMPTIONS –**

- The new seat ordered by HPES on behalf of the user will be exactly what is submitted by the requestor in the IUP per the New Seat template (Appendix A). The specific base-seat CLIN and all requested sub-CLINs must be provided in the template in accordance with the current I-9 CLIN tables. If a sub-CLIN is not explicitly stated in the template, the default in ESRS is selected.
- HPES will enter the new seat order SR on behalf of the user. The SR will be saved and the user will be notified via email that the request is awaiting their approval in ESRS. This is a critical step. The user must agree to and submit the SR for NASA approval before hardware orders will be released to HPES for fulfillment.
- The execution of the refresh is dependent on NASA approving the new seat order SR in ESRS which initiates the logistics process to obtain the seat. If this approval is not completed by NASA in a timely manner, HPES may not meet the requested date for performing the ETRs.
- Quantities of ETRs greater than 10 are subject to a negotiated schedule.
- End users have the final review of the order prior to submission for NASA approval of the SR. HPES will not accept a seat rejected at time of delivery. NASA approval of the SR results in an order for a device. Any rejection of the new device will result in ATV charges.

<b>The total amount for A.3: Early Tech Refresh (Mobility)</b> – LaRC (Roe) – [REDACTED]
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5. As a result of the changes and revisions delineated herein, the following pages are hereby added or deleted as shown.

Pages Deleted

Att I-9 CLIN Pricing (Mod. 233)  
Section I – Table of Contents,  
Pg. 1-2 (Mod 228)  
Section I, Model Contract,  
Section 2.9

Pages Added

Att I-9 CLIN Pricing (Mod. 236)  
Section I – Table of Contents,  
Pg. 1-2 (Mod 236)  
Section I, Model Contract,  
Section 2.9 Pages 38-41 (Mod. 236)  
Section I, Model Contract, Section 6.33  
Page 108-109 (Mod 236)

**NOTE:**

1. Attachment I-7, Summary of IUPs incorporated into this contract is replaced in its entirety as reflected on the attached document.
2. All other terms and conditions of this contract remain unchanged.

**ATTACHMENT I-7 - SUMMARY OF INFRASTRUCTURE UPGRADE PROPOSALS (IUP)**

IUP - Number	Proposal Title	Version	Date Approved	Ending POP	Negotiated Value	Mod Number
[REDACTED]	Microsoft Enterprise License Bridge		6/17/11	7/1/11	[REDACTED]	4
[REDACTED]	File Services Seat Support - GRC	2.0	12/29/11		[REDACTED]	21
[REDACTED]			2/24/13	2/1/12	[REDACTED]	35
[REDACTED]	DSA Support – LaRC/COD		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12		[REDACTED]	88
[REDACTED]		2.1	2/5/13	10/1/15	[REDACTED]	128
[REDACTED]	DSA Support –LaRC/A1		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LaRC/D5		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/24/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LaRC/D322		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LaRC/AH		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LARC/C1		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LaRC/D214		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/12	10/1/15	[REDACTED]	88
[REDACTED]	DSA Support – LaRC/E5-E6		2/24/12		[REDACTED]	35
[REDACTED]		2.0	9/28/13		[REDACTED]	88
[REDACTED]		2.1	12/18/12	10/1/15	[REDACTED]	133
[REDACTED]	Enhanced System Admin Services – HQ/SMD		1/11/12		[REDACTED]	25
[REDACTED]		2.0	11/1/12	10/1/15	[REDACTED]	96
[REDACTED]	Enhanced System Admin Services – HQ/ITCD		12/15/11		[REDACTED]	18
[REDACTED]		2.0	10/31/13		[REDACTED]	95
[REDACTED]		2.0 Cancelled	9/4/13	10/1/15	[REDACTED]	187
[REDACTED]	Enhanced System Admin Services – HQ/ADMIN		12/15/11		[REDACTED]	18
[REDACTED]		2.0	11/1/12	10/1/15	[REDACTED]	96
[REDACTED]	Dedicated System Admin Services- GRC/R		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Dedicated System Admin Services- GRC/D		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Dedicated System Admin Services – GRC/BLDG 3		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Dedicated System Admin Services- GRC/FT		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Purchase of ODIN Assets – JSC		1/25/12	1/1/12	[REDACTED]	28
[REDACTED]	Dedicated System Admin Services - GRC/H		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Dedicated System Admin Services – GRC/BLDG 142		12/29/11	10/1/15	[REDACTED]	21
[REDACTED]	Enhanced System Admin Services – HQ/CSSC		1/25/12		[REDACTED]	28
[REDACTED]		2.0	2/6/13	10/1/15	[REDACTED]	129
[REDACTED]	MIP Solution – NSSC		1/25/12	10/1/15	[REDACTED]	28
[REDACTED]	DSA Support – LaRC/E4		2/24/12	10/1/15	[REDACTED]	35
[REDACTED]	DSA Support – LaRC/B2		2/24/12	10/1/15	[REDACTED]	35
[REDACTED]	DSA Support – LaRC/C2		2/24/12	10/1/15	[REDACTED]	35
[REDACTED]	DSA Support – LaRC/D304		2/24/12		[REDACTED]	35

**ATTACHMENT I-7 - SUMMARY OF INFRASTRUCTURE UPGRADE PROPOSALS (IUP)**

IUP - Number	Proposal Title	Version	Date Approved	Ending POP	Negotiated Value	Mod Number
		1.0	2/6/13	10/1/15		129
	DSA Services – MSFC/Bldg 4200		2/24/12			35
		2.0	3/15/13	10/1/15		142
	Dedicated Support Services - MSFC/XP		2/14/12			32
		2.0	1/18/13	12/1/14		122
	Dedicated System Administration Services - MSFC/NEACC		2/13/12	10/1/15		32
	Dedicated Move Support Services at MSFC/AS21		2/24/12			35
		1.2	7/23/12			66
		1.3	9/19/12			84
		1.4	10/2/12			89
		1.5	11/1/12			96
		2.0	12/4/12			108
		3.0	9/30/13	9/1/14		199
	Enhanced System Administrator Services - HQ/COOP		2/13/12			32
		2.0	10/8/12	10/1/15		91
	Dedicated System Admin Services – SSC/GPO		2/3/12	10/1/15		30
	DSA Services– SSC/KACE		2/24/12	10/1/15		35
	Move Support - HQ	1.0	2/24/12			35
		2.0	7/3/12			66
		3.0	1/8/13	7/1/15		119
	DSA Support – LaRC/E3		2/24/12	10/1/15		35
	Dedicated System Administration Services – ARC/A		3/12/12	10/1/15		38
	Dedicated System Administration Services – ARC/JA	1.0	3/12/12			38
			4/12/13	4/1/13		150
	Dedicated System Administration Services – ARC/HR		3/12/12			38
			4/12/13	4/1/13		150
	Enhanced System Administration Services – HQ/Lenel	2.0	3/12/12			38
			5/21/13			159
		2.1	8/8/13	10/1/15		178
	JSC Software and Support Purchases	2.0	3/30/12			45
			8/6/12			74
		3.0	5/9/13	10/31/15		157
	Enhanced System Administration Support – GSFC/JPSS		4/19/12	10/1/15		51
	Google Pilot Support- HQ		3/1/12	5/1/12		38
	Move Support – GRC/GESS IT		5/11/12	7/1/12		57
	Dedicated Support Services – GRC/KACE		4/13/12	10/1/15		49
	ProofPoint Privacy Module Pilot – Phase		5/30/12	9/1/12		61
	Move Support – KSC/GSD&O, LX		3/16/12	3/1/12		42
	ELVIS II Computer Seat Installation		3/21/12			42
			4/18/12			49
			5/22/12			58
			8/27/12	8/24/12		78
	Enhanced System Administration Services – HQ/SW Librarian	2.0	4/3/12			45
			10/31/13	10/1/15		95

**ATTACHMENT I-7 - SUMMARY OF INFRASTRUCTURE UPGRADE PROPOSALS (IUP)**

IUP - Number	Proposal Title	Version	Date Approved	Ending POP	Negotiated Value	Mod Number
		2.0 Cancelled	9/4/13			187
	DFRC Purchase of ODIN Assets		4/24/12	5/15/12		51
	Move Support II – KSC/GSD&O, LX		3/23/12	3/1/12		45
	Dedicated Support Services – GRC/KACE		5/1/12	10/1/15		53
	Dedicated System Support - DFRC/MI		5/21/12	10/1/15		58
	Domain Controllers - JSC/MCC		6/1/12	10/1/15		52
	GRC Equipment Usage- "Lights On"		8/24/12	10/1/12		78
	NSSC Early Tech Refresh		8/6/12	7/1/12		74
	Enhanced Large File Transfer	2.2	8/26/13	10/1/15		185
	DAR Expedited Deployment – NSSC		7/24/12	8/1/12		71
	SSC Early Tech Refresh		10/3/12	10/1/12		90
	KSC WINS Server Support		9/27/12			87
			12/5/13	10/1/15		214
	Increased NOMAD Mailbox Size		2/6/13	10/1/15		130
	JSC Early Tech Refresh		3/11/2013	4/1/12		140
	KSC New Seat Installs- TOSC	2.0	1/18/13			122
			1/31/13			125
		3.1	2/12/13	3/1/13		132
	Elevated Privileges (EP) Provisioning Support – SSC		10/12/12			93
			11/14/13	10/1/15		205
	LaRC Early Tech Refresh		10/12/12	9/1/12		93
	MSFC/Bldg. 4200-SEB		10/30/12			95
			9/30/13			198
			11/22/13	9/1/14		210
	Dedicated Support – Air Force Contact Records- KSC		1/30/13	10/1/15		125
	Early Mobility Upgrade-GRC Version 1.1		3/4/13	5/1/13		138
	Landsat Data Continuity Mission (LDCM) Support – GSFC		11/20/12	8/1/13		102
	Enhanced System Administration Services – HQ/I St.		2/26/13	7/1/14		136
	Dedicated System Administration – ARC/Bldg. 200		3/18/13	10/1/15		143
	Enhanced Support for DAR Installation and Activation – HQ		12/3/12	12/1/12		108
	Expedited DAR Encryption – GSFC		11/28/12	12/1/12		105
	GSFC Early Tech Refresh		1/10/13	1/1/13		121
	Vidyo Plugin Support for NASA DMV Pilot		2/1/13	10/1/15		126
	GSFC Early Tech Refresh - Additional		12/20/12	3/1/13		116
	MSFC Software Maintenance Purchase		12/20/12			116
		2.0	3/15/13	3/1/13		142
	Early Mobility Refresh IUP-KSC (Hansen Hurst)	1.2	8/22/13	8/1/13		183
	JSC Move Support (Bldg 4S)		1/10/13			120
		1.2	6/11/13	2/8/13		167
	Second Expedited DAR Encryption – GSFC		3/28/13	12/1/12		147
	Dedicated System Administration – ARC/Code I		3/18/13	10/1/15		143
	Early Tech Refresh IUP – GSFC (Singer)		1/30/13	4/1/13		125
	Support for MOD Z420 Compute Seats- JSC)		6/7/13	10/1/15		167
	Early Mobility Upgrade- WFF (Stuchlik)		1/30/13	2/1/13		125

**ATTACHMENT I-7 - SUMMARY OF INFRASTRUCTURE UPGRADE PROPOSALS (IUP)**

IUP - Number	Proposal Title	Version	Date Approved	Ending POP	Negotiated Value	Mod Number
	Early Tech Refresh-LaRC (Jan. 2013)		1/30/13	3/1/13		125
	ICAM NCAD Engineering Support		2/21/13			135
		1.1	8/21/13	11/1/13		183
	Early Tech Refresh-GSFC		4/17/13			152
	Early Mobility Refresh-SSC Feb 2013- 5 Users(Black, Golden, Kelly, Malcom, Cook)	1.3	2/21/13			135
		1.3	8/14/13			180
		1.3	8/14/13	8/1/13		180
	Dedicated System Admin – Walk-Up Support – ARC/Code I – Proposal		3/14/13	10/1/15		142
	Early Tech Refresh-MSFC (Feb 2013-5 Users)		3/4/13	7/1/13		138
	Early Mobility Refresh-KSC (Zari)		2/20/13	2/1/13		135
	Early Tech Refresh-NSSC		3/11/13			140
		Cancelled	4/10/13	4/1/13		149
	Early Mobility Refresh-KSC (Henry, Postell, Bundy)		3/4/13	3/1/13		138
	Infrastructure Move Support – MSFC		3/4/13	5/1/13		139
	Early Mobility Refresh-MSFC (Wright)		3/28/13	3/1/13		147
	Early Tech Refresh-KSC (Deal)	1.2	8/7/13	8/1/13		178
	Early Tech and Mobility Refresh-SSC	1.1	3/28/13			147
		1.1	4/3/13	4/1/13		148
	Early Mobility Refresh-MSFC (Wright)		3/28/13	3/1/13		147
	Early Mobility Refresh-GRC (Shalkhauser)		3/28/13	5/1/13		147
	Additional Printer – Model C6000/DFRC	2.1	3/25/13			145
		2.3	9/26/13	10/1/15		196
	Early Tech Refreshes – GSFC (April 2013)		4/25/13	11/1/13		155
	Early Mobility Refresh-KSC (June 2013)		6/27/13	8/1/13		173
	SSC WINS Server Support	Cancelled	5/24/13			161
			5/31/13			164
	SSC Legacy OU Support	Cancelled	5/24/13			161
			5/31/13			164
	SSC Early Tech Refresh		5/8/13	6/1/13		157
	Early Tech Refresh-NSSC		6/7/13	7/1/13		167
	KSC Move Support - NE		6/3/13	6/1/13		166
	Dedicated System Administration Support– ARC/MCC		7/12/13	7/1/13		173
	KSC Move Support-LX		6/19/13	7/1/13		171
	GRC Software Subscription – Discovery	1.1	7/15/13			175
		1.2	11/26/13	7/1/13		210
	Early Tech Refresh-GSFC (Nair)		6/19/13	11/1/13		171
	Early Tech Refresh-ARC (Agnew)		6/20/13			171
		cancelled	7/2/13			173
	Early Tech Refresh - JSC (Logan)		6/27/13	7/1/13		173
	Early Mobility Refresh-GSFC (July 2013)		7/12/13	7/1/13		175
	Early Tech Refresh-HQ (Shin)	1.1	7/12/13	8/1/13		175
	Early Tech Refresh-KSC (Comstock)		7/12/13	8/1/13		175
	Domain Controllers – JSC/JWST	1.3	11/26/13	10/1/15		210
	Early Mobility Refresh-DFRC (Hernandez)	1.1	7/12/13	7/1/13		175
	Early Mobility Refresh-HQ (Watkins)		7/12/13	8/1/13		175
	Software Inventory Report for ACES Compute Seats-DFRC		8/7/13	11/1/13		178

**ATTACHMENT I-7 - SUMMARY OF INFRASTRUCTURE UPGRADE PROPOSALS (IUP)**

IUP - Number	Proposal Title	Version	Date Approved	Ending POP	Negotiated Value	Mod Number
[REDACTED]	Early Tech Refresh-GRC (Meyer)	1.1	8/7/13	10/1/13	[REDACTED]	178
[REDACTED]	HQ Mobile Device BOT Correction	1.3	12/5/13	1/31/14	[REDACTED]	214
[REDACTED]	Move Support for 10 Servers - SSC	1.1	9/26/13		[REDACTED]	196
[REDACTED]			11/26/13	12/1/13	[REDACTED]	210
[REDACTED]	Early Tech Refresh-LaRC (Roberts)		8/7/13	8/1/13	[REDACTED]	178
[REDACTED]	Early Tech Refresh-GSFC (3 Compute Seats)		8/7/13	8/1/13	[REDACTED]	178
[REDACTED]	ITIL Support for EUSO	1.2	9/25/13	4/1/14	[REDACTED]	196
[REDACTED]		1.4	12/17/14	4/30/14	[REDACTED]	217
[REDACTED]	Early Tech Refresh-LaRC		11/15/13	10/1/13	[REDACTED]	205
[REDACTED]	Early Tech Refresh-LARC		8/28/13	8/1/13	[REDACTED]	186
[REDACTED]	Data Center Relocation Support – HQ/ITCD		9/5/13	9/1/13	[REDACTED]	188
[REDACTED]	Early Tech Refresh – GSFC (Nov 2013 – 4 Users)	1.1	11/26/13	12/1/13	[REDACTED]	210
[REDACTED]	Migrate 42 HOSC Shared Exchange Mailbox accounts		9/16/13	10/1/13	[REDACTED]	192
[REDACTED]	Reduced Gold Load for Z420 Compute Seats – JSC/MOD	1.2	12/5/13	10/1/15	[REDACTED]	214
[REDACTED]	Support for Loaner Laptops for International Use GRC	1.1	1/23/14	10/31/15	[REDACTED]	222
[REDACTED]		2.1	1/23/14	10/31/15	[REDACTED]	222
[REDACTED]	CMOE ROME Transition 300 Compute Seats – LaRC	1.1	10/29/13	2/1/14	[REDACTED]	201
[REDACTED]	MFD Seat Change Assessment – GRC	1.0	11/26/13	12/10/13	[REDACTED]	210
[REDACTED]		2.1	3/12/14	4/12/14	[REDACTED]	230
[REDACTED]	Early Mobility Refresh - KSC	1.1	10/29/13	10/1/13	[REDACTED]	201
[REDACTED]	Global Precipitation Measurement (GPM) Launch Site Support – GSFC	1.1	11/15/13	6/1/14	[REDACTED]	205
[REDACTED]	Early Tech Refresh-GSFC (Estep)		12/5/13	12/1/13	[REDACTED]	214
[REDACTED]	Early Tech Refresh-GSFC (Strong)	1.1	11/15/13	10/1/13	[REDACTED]	205
[REDACTED]	Early Tech Refresh-LaRC (Sparrow)	1.1	12/5/13	12/1/13	[REDACTED]	214
[REDACTED]	NSSC Check Scanning System Support	1.1	1/23/14	10/31/15	[REDACTED]	222
[REDACTED]	<b>Early Tech Refresh (Mobility) – ARC (3 Users)</b>	<b>1.0</b>	<b>4/4/14</b>		[REDACTED]	<b>236</b>
[REDACTED]	<b>Early Tech Refresh (Mobility) – KSC (Org AA)</b>	<b>1.0</b>	<b>4/4/14</b>		[REDACTED]	<b>236</b>
[REDACTED]	<b>Early Tech Refresh (Mobility) – LaRC (Roe)</b>	<b>1.0</b>	<b>4/9/14</b>		[REDACTED]	<b>236</b>

**Total Value** [REDACTED]

























































































































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**SECTION I MODEL  
CONTRACT**

**1.0 CONTRACT CLAUSES FOR COMMERCIAL ITEMS**

**1.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUN 2010)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.



(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.

An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in

- (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
  - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
  - (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—
    - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
    - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
    - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
  - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
  - (v) Amounts shall be due at the earliest of the following dates:
    - (A) The date fixed under this contract.
    - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
    - (A) The date on which the designated office receives payment from the Contractor;
    - (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
    - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
  - (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections;

49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

- (A) change the name in the CCR database;
- (B) comply with the requirements of Subpart 42.12; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(iii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at

paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be Incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

## **1.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (Jan 2014)**

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(i) Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(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.]*

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(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.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C). (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (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 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (July 2010) of 52.219-9.

52.219-9, Small Business Subcontracting Plan (DEVIATION 2013-O0014) (AUG 2013)

(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 (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999) (15 U.S.C. 637 (d)(4)(F)(i)).

(21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantage Business Concerns (Oct 2008) (10 U.S.C 2323) (If the Offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(24) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

(25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

(28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).



- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212)..
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans, (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) [52.222-54](#), Employment Eligibility Verification (Aug 2013). (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](#).)
- (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
  - (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-42, and 112-43).
  - (ii) Alternate I (Mar 2012) of 52.225-3.
  - (iii) Alternate II (Mar 2012) of 52.225-3.
  - (iv) Alternate III (Nov 2012) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*,

(44) 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).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C.5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price

Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(9) 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—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

-Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222.54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub.L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

## **2.0 CONTRACT VALUE AND FUNDING**

### **2.1 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or 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 supplies or 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 October 31, 2021.

(End of clause)

### **2.2 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 \$5,000,000.

b. The maximum contract value is \$2,500,000,000.

(End of clause)

### **2.3 1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The fixed unit prices for services, products and labor hours are as specified in Attachment I-9. On a monthly basis, the Contracting Officer will modify this clause to reflect all orders made through ESRS in the preceding 30 days. For accounting purposes and entry into

NASA’s Integrated Enterprise Management system, the firm fixed price of this contract is further broken down by Procurement Line Item (PLI) as identified below:

Base Period (Nov 1, 2011 – Oct 31, 2015)			
PLI	Center	Description	Amount
001	Agency	All End-user Services & Catalog Purchases	██████████
001A	Agency	All Base Services	██████████
001B	Agency	All “S” Computing Seats	\$0.00
001C	Agency	All “M” Computing Seats	\$0.00
001D	Agency	All “B” Computing Seats	\$0.00
001E	Agency	All “T” Computing Seats	\$0.00
001F	Agency	All “S” Cell Phone Seats	\$0.00
001G	Agency	All “B” Cell Phone Seats	\$0.00
001H	Agency	All “S” Smartphone Seats	\$0.00
001I	Agency	All “B” Smartphone Seats	\$0.00
001J	Agency	All Pager Seats	\$0.00
001K	Agency	All Network Printer (PRN) Seats	\$0.00
001L	Agency	MFD B&W Desktop Seat	\$0.00
001M	Agency	MFD B&W Floor Seat	\$0.00
001N	Agency	MFD Color Desktop Seat	\$0.00
001O	Agency	MFD Color Floor Seat	\$0.00
001P	Agency	Virtual Team Service (VTS) Seat	\$0.00
001Q	Agency	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
001R	Agency	All ACES Product Catalog (APC)	\$0.00
001S	Agency	All Enhanced Support Services	\$0.00
001T	Agency	All Other General Services	\$0.00
002	ARC	All End-user Services & Catalog Purchases	\$0.00
002A	ARC	Reserved	\$0.00
002B	ARC	All “S” Computing Seats	\$0.00
002C	ARC	All “M” Computing Seats	\$0.00
002D	ARC	All “B” Computing Seats	\$0.00
002E	ARC	All “T” Computing Seats	\$0.00
002F	ARC	All “S” Cell Phone Seats	\$0.00
002G	ARC	All “B” Cell Phone Seats	\$0.00
002H	ARC	All “S” Smartphone Seats	\$0.00
002I	ARC	All “B” Smartphone Seats	\$0.00
002J	ARC	All Pager Seats	\$0.00
002K	ARC	All Network Printer (PRN) Seats	\$0.00
002L	ARC	MFD B&W Desktop Seat	\$0.00
002M	ARC	MFD B&W Floor Seat	\$0.00
002N	ARC	MFD Color Desktop Seat	\$0.00
002O	ARC	MFD Color Floor Seat	\$0.00
002P	ARC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
002Q	ARC	Virtual Team Service (VTS) Seat	\$0.00
002R	ARC	All ACES Product Catalog (APC)	\$0.00
002S	ARC	All Enhanced Support Services	\$0.00
002T	ARC	All Other General Services	\$0.00
003	DFRC	All End-user Services & Catalog Purchases	\$0.00

003A	DFRC	Reserved	\$0.00
003B	DFRC	All "S" Computing Seats	\$0.00
003C	DFRC	All "M" Computing Seats	\$0.00
003D	DFRC	All "B" Computing Seats	\$0.00
003E	DFRC	All "T" Computing Seats	\$0.00
003F	DFRC	All "S" Cell Phone Seats	\$0.00
003G	DFRC	All "B" Cell Phone Seats	\$0.00
003H	DFRC	All "S" Smartphone Seats	\$0.00
003I	DFRC	All "B" Smartphone Seats	\$0.00
003J	DFRC	All Pager Seats	\$0.00
003K	DFRC	All Network Printer (PRN) Seats	\$0.00
003L	DFRC	MFD B&W Desktop Seat	\$0.00
003M	DFRC	MFD B&W Floor Seat	\$0.00
003N	DFRC	MFD Color Desktop Seat	\$0.00
003O	DFRC	MFD Color Floor Seat	\$0.00
003P	DFRC	Virtual Team Service (VTS) Seat	\$0.00
003Q	DFRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
003R	DFRC	All ACES Product Catalog (APC)	\$0.00
003S	DFRC	All Enhanced Support Services	\$0.00
003T	DFRC	All Other General Services	\$0.00
004	GRC	All End-user Services & Catalog Purchases	\$0.00
004A	GRC	Reserved	\$0.00
004B	GRC	All "S" Computing Seats	\$0.00
004C	GRC	All "M" Computing Seats	\$0.00
004D	GRC	All "B" Computing Seats	\$0.00
004E	GRC	All "T" Computing Seats	\$0.00
004F	GRC	All "S" Cell Phone Seats	\$0.00
004G	GRC	All "B" Cell Phone Seats	\$0.00
004H	GRC	All "S" Smartphone Seats	\$0.00
004I	GRC	All "B" Smartphone Seats	\$0.00
004J	GRC	All Pager Seats	\$0.00
004K	GRC	All Network Printer (PRN) Seats	\$0.00
004L	GRC	MFD B&W Desktop Seat	\$0.00
004M	GRC	MFD B&W Floor Seat	\$0.00
004N	GRC	MFD Color Desktop Seat	\$0.00
004O	GRC	MFD Color Floor Seat	\$0.00
004P	GRC	Virtual Team Service (VTS) Seat	\$0.00
004Q	GRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
004R	GRC	All ACES Product Catalog (APC)	\$0.00
004S	GRC	All Enhanced Support Services	\$0.00
004T	GRC	All Other General Services	\$0.00
005	GSFC	All End-user Services & Catalog Purchases	\$0.00
005A	GSFC	Reserved	\$0.00
005B	GSFC	All "S" Computing Seats	\$0.00
005C	GSFC	All "M" Computing Seats	\$0.00
005D	GSFC	All "B" Computing Seats	\$0.00
005E	GSFC	All "T" Computing Seats	\$0.00
005F	GSFC	All "S" Cell Phone Seats	\$0.00
005G	GSFC	All "B" Cell Phone Seats	\$0.00
005H	GSFC	All "S" Smartphone Seats	\$0.00
005I	GSFC	All "B" Smartphone Seats	\$0.00

005J	GSFC	All Pager Seats	\$0.00
005K	GSFC	All Network Printer (PRN) Seats	\$0.00
005L	GSFC	MFD B&W Desktop Seat	\$0.00
005M	GSFC	MFD B&W Floor Seat	\$0.00
005N	GSFC	MFD Color Desktop Seat	\$0.00
005O	GSFC	MFD Color Floor Seat	\$0.00
005P	GSFC	Virtual Team Service (VTS) Seat	\$0.00
005Q	GSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
005R	GSFC	All ACES Product Catalog (APC)	\$0.00
005S	GSFC	All Enhanced Support Services	\$0.00
005T	GSFC	All Other General Services	\$0.00
006	HQ	All End-user Services & Catalog Purchases	\$0.00
006A	HQ	Reserved	\$0.00
006B	HQ	All "S" Computing Seats	\$0.00
006C	HQ	All "M" Computing Seats	\$0.00
006D	HQ	All "B" Computing Seats	\$0.00
006E	HQ	All "T" Computing Seats	\$0.00
006F	HQ	All "S" Cell Phone Seats	\$0.00
006G	HQ	All "B" Cell Phone Seats	\$0.00
006H	HQ	All "S" Smartphone Seats	\$0.00
006I	HQ	All "B" Smartphone Seats	\$0.00
006J	HQ	All Pager Seats	\$0.00
006K	HQ	All Network Printer (PRN) Seats	\$0.00
006L	HQ	MFD B&W Desktop Seat	\$0.00
006M	HQ	MFD B&W Floor Seat	\$0.00
006N	HQ	MFD Color Desktop Seat	\$0.00
006O	HQ	MFD Color Floor Seat	\$0.00
006P	HQ	Virtual Team Service (VTS) Seat	\$0.00
006Q	HQ	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
006R	HQ	All ACES Product Catalog (APC)	\$0.00
006S	HQ	All Enhanced Support Services	\$0.00
006T	HQ	All Other General Services	\$0.00
007	JSC	All End-user Services & Catalog Purchases	\$0.00
007A	JSC	Reserved	\$0.00
007B	JSC	All "S" Computing Seats	\$0.00
007C	JSC	All "M" Computing Seats	\$0.00
007D	JSC	All "B" Computing Seats	\$0.00
007E	JSC	All "T" Computing Seats	\$0.00
007F	JSC	All "S" Cell Phone Seats	\$0.00
007G	JSC	All "B" Cell Phone Seats	\$0.00
007H	JSC	All "S" Smartphone Seats	\$0.00
007I	JSC	All "B" Smartphone Seats	\$0.00
007J	JSC	All Pager Seats	\$0.00
007K	JSC	All Network Printer (PRN) Seats	\$0.00
007L	JSC	MFD B&W Desktop Seat	\$0.00
007M	JSC	MFD B&W Floor Seat	\$0.00
007N	JSC	MFD Color Desktop Seat	\$0.00
007O	JSC	MFD Color Floor Seat	\$0.00
007P	JSC	Virtual Team Service (VTS) Seat	\$0.00
007Q	JSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00



007R	JSC	All ACES Product Catalog (APC)	\$0.00
007S	JSC	All Enhanced Support Services	\$0.00
007T	JSC	All Other General Services	\$0.00
008	KSC	All End-user Services & Catalog Purchases	\$0.00
008A	KSC	Reserved	\$0.00
008B	KSC	All "S" Computing Seats	\$0.00
008C	KSC	All "M" Computing Seats	\$0.00
008D	KSC	All "B" Computing Seats	\$0.00
008E	KSC	All "T" Computing Seats	\$0.00
008F	KSC	All "S" Cell Phone Seats	\$0.00
008G	KSC	All "B" Cell Phone Seats	\$0.00
008H	KSC	All "S" Smartphone Seats	\$0.00
008I	KSC	All "B" Smartphone Seats	\$0.00
008J	KSC	All Pager Seats	\$0.00
008K	KSC	All Network Printer (PRN) Seats	\$0.00
008L	KSC	MFD B&W Desktop Seat	\$0.00
008M	KSC	MFD B&W Floor Seat	\$0.00
008N	KSC	MFD Color Desktop Seat	\$0.00
008O	KSC	MFD Color Floor Seat	\$0.00
008P	KSC	Virtual Team Service (VTS) Seat	\$0.00
008Q	KSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
008R	KSC	All ACES Product Catalog (APC)	\$0.00
008S	KSC	All Enhanced Support Services	\$0.00
008T	KSC	All Other General Services	\$0.00
009	LaRC	All End-user Services & Catalog Purchases	\$0.00
009A	LaRC	Reserved	\$0.00
009B	LaRC	All "S" Computing Seats	\$0.00
009C	LaRC	All "M" Computing Seats	\$0.00
009D	LaRC	All "B" Computing Seats	\$0.00
009E	LaRC	All "T" Computing Seats	\$0.00
009F	LaRC	All "S" Cell Phone Seats	\$0.00
009G	LaRC	All "B" Cell Phone Seats	\$0.00
009H	LaRC	All "S" Smartphone Seats	\$0.00
009I	LaRC	All "B" Smartphone Seats	\$0.00
009J	LaRC	All Pager Seats	\$0.00
009K	LaRC	All Network Printer (PRN) Seats	\$0.00
009L	LaRC	MFD B&W Desktop Seat	\$0.00
009M	LaRC	MFD B&W Floor Seat	\$0.00
009N	LaRC	MFD Color Desktop Seat	\$0.00
009O	LaRC	MFD Color Floor Seat	\$0.00
009P	LaRC	Virtual Team Service (VTS) Seat	\$0.00
009Q	LaRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
009R	LaRC	All ACES Product Catalog (APC)	\$0.00
009S	LaRC	All Enhanced Support Services	\$0.00
009T	LaRC	All Other General Services	\$0.00
010	MSFC	All End-user Services & Catalog Purchases	\$0.00
010A	MSFC	Reserved	\$0.00
010B	MSFC	All "S" Computing Seats	\$0.00
010C	MSFC	All "M" Computing Seats	\$0.00
010D	MSFC	All "B" Computing Seats	\$0.00

010E	MSFC	All "T" Computing Seats	\$0.00
010F	MSFC	All "S" Cell Phone Seats	\$0.00
010G	MSFC	All "B" Cell Phone Seats	\$0.00
010H	MSFC	All "S" Smartphone Seats	\$0.00
010I	MSFC	All "B" Smartphone Seats	\$0.00
010J	MSFC	All Pager Seats	\$0.00
010K	MSFC	All Network Printer (PRN) Seats	\$0.00
010L	MSFC	MFD B&W Desktop Seat	\$0.00
010M	MSFC	MFD B&W Floor Seat	
010N	MSFC	MFD Color Desktop Seat	\$0.00
010O	MSFC	MFD Color Floor Seat	\$0.00
010P	MSFC	Virtual Team Service (VTS) Seat	\$0.00
010Q	MSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
010R	MSFC	All ACES Product Catalog (APC)	\$0.00
010S	MSFC	All Enhanced Support Services	\$0.00
010T	MSFC	All Other General Services	\$0.00
011	NSSC	All End-user Services & Catalog Purchases	\$0.00
011A	NSSC	Reserved	\$0.00
011B	NSSC	All "S" Computing Seats	\$0.00
011C	NSSC	All "M" Computing Seats	\$0.00
011D	NSSC	All "B" Computing Seats	\$0.00
011E	NSSC	All "T" Computing Seats	\$0.00
011F	NSSC	All "S" Cell Phone Seats	\$0.00
011G	NSSC	All "B" Cell Phone Seats	\$0.00
011H	NSSC	All "S" Smartphone Seats	\$0.00
011I	NSSC	All "B" Smartphone Seats	\$0.00
011J	NSSC	All Pager Seats	\$0.00
011K	NSSC	All Network Printer (PRN) Seats	\$0.00
011L	NSSC	MFD B&W Desktop Seat	\$0.00
011M	NSSC	MFD B&W Floor Seat	\$0.00
011N	NSSC	MFD Color Desktop Seat	\$0.00
011O	NSSC	MFD Color Floor Seat	\$0.00
011P	NSSC	Virtual Team Service (VTS) Seat	\$0.00
011Q	NSSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
011R	NSSC	All ACES Product Catalog (APC)	\$0.00
011S	NSSC	All Enhanced Support Services	\$0.00
011T	NSSC	All Other General Services	\$0.00
012	SSC	All End-user Services & Catalog Purchases	\$0.00
012A	SSC	Reserved	\$0.00
012B	SSC	All "S" Computing Seats	\$0.00
012C	SSC	All "M" Computing Seats	\$0.00
012D	SSC	All "B" Computing Seats	\$0.00
012E	SSC	All "T" Computing Seats	\$0.00
012F	SSC	All "S" Cell Phone Seats	\$0.00
012G	SSC	All "B" Cell Phone Seats	\$0.00
012H	SSC	All "S" Smartphone Seats	\$0.00
012I	SSC	All "B" Smartphone Seats	\$0.00
012J	SSC	All Pager Seats	\$0.00
012K	SSC	All Network Printer (PRN) Seats	\$0.00
012L	SSC	MFD B&W Desktop Seat	\$0.00
012M	SSC	MFD B&W Floor Seat	\$0.00

012N	SSC	MFD Color Desktop Seat	\$0.00
012O	SSC	MFD Color Floor Seat	\$0.00
012P	SSC	Virtual Team Service (VTS) Seat	\$0.00
012Q	SSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
012R	SSC	All ACES Product Catalog (APC)	\$0.00
012S	SSC	All Enhanced Support Services	\$0.00
012T	SSC	All Other General Services	\$0.00
<b>Option Period 1 (Nov 1, 2015 – Oct 31, 2018)</b>			
<b>PLI</b>	<b>Center</b>	<b>Description</b>	<b>Amount</b>
001	Agency	All End-user Services & Catalog Purchases	\$0.00
001A	Agency	All Base Services	\$0.00
001B	Agency	All "S" Computing Seats	\$0.00
001C	Agency	All "M" Computing Seats	\$0.00
001D	Agency	All "B" Computing Seats	\$0.00
001E	Agency	All "T" Computing Seats	\$0.00
001F	Agency	All "S" Cell Phone Seats	\$0.00
001G	Agency	All "B" Cell Phone Seats	\$0.00
001H	Agency	All "S" Smartphone Seats	\$0.00
001I	Agency	All "B" Smartphone Seats	\$0.00
001J	Agency	All Pager Seats	\$0.00
001K	Agency	All Network Printer (PRN) Seats	\$0.00
001L	Agency	MFD B&W Desktop Seat	\$0.00
001M	Agency	MFD B&W Floor Seat	\$0.00
001N	Agency	MFD Color Desktop Seat	\$0.00
001O	Agency	MFD Color Floor Seat	\$0.00
001P	Agency	Virtual Team Service (VTS) Seat	\$0.00
001Q	Agency	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
001R	Agency	All ACES Product Catalog (APC)	\$0.00
001S	Agency	All Enhanced Support Services	\$0.00
001T	Agency	All Other General Services	\$0.00
002	ARC	All End-user Services & Catalog Purchases	\$0.00
002A	ARC	Reserved	\$0.00
002B	ARC	All "S" Computing Seats	\$0.00
002C	ARC	All "M" Computing Seats	\$0.00
002D	ARC	All "B" Computing Seats	\$0.00
002E	ARC	All "T" Computing Seats	\$0.00
002F	ARC	All "S" Cell Phone Seats	\$0.00
002G	ARC	All "B" Cell Phone Seats	\$0.00
002H	ARC	All "S" Smartphone Seats	\$0.00
002I	ARC	All "B" Smartphone Seats	\$0.00
002J	ARC	All Pager Seats	\$0.00
002K	ARC	All Network Printer (PRN) Seats	\$0.00
002L	ARC	MFD B&W Desktop Seat	\$0.00
002M	ARC	MFD B&W Floor Seat	\$0.00
002N	ARC	MFD Color Desktop Seat	\$0.00
002O	ARC	MFD Color Floor Seat	\$0.00
002P	ARC	Virtual Team Service (VTS) Seat	\$0.00
002Q	ARC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00

002R	ARC	All ACES Product Catalog (APC)	\$0.00
002S	ARC	All Enhanced Support Services	\$0.00
002T	ARC	All Other General Services	\$0.00
003	DFRC	All End-user Services & Catalog Purchases	\$0.00
003A	DFRC	Reserved	\$0.00
003B	DFRC	All "S" Computing Seats	\$0.00
003C	DFRC	All "M" Computing Seats	\$0.00
003D	DFRC	All "B" Computing Seats	\$0.00
003E	DFRC	All "T" Computing Seats	\$0.00
003F	DFRC	All "S" Cell Phone Seats	\$0.00
003G	DFRC	All "B" Cell Phone Seats	\$0.00
003H	DFRC	All "S" Smartphone Seats	\$0.00
003I	DFRC	All "B" Smartphone Seats	\$0.00
003J	DFRC	All Pager Seats	\$0.00
003K	DFRC	All Network Printer (PRN) Seats	\$0.00
003L	DFRC	MFD B&W Desktop Seat	\$0.00
003M	DFRC	MFD B&W Floor Seat	\$0.00
003N	DFRC	MFD Color Desktop Seat	\$0.00
003O	DFRC	MFD Color Floor Seat	\$0.00
003P	DFRC	Virtual Team Service (VTS) Seat	\$0.00
003Q	DFRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
003R	DFRC	All ACES Product Catalog (APC)	\$0.00
003S	DFRC	All Enhanced Support Services	\$0.00
003T	DFRC	All Other General Services	\$0.00
004	GRC	All End-user Services & Catalog Purchases	\$0.00
004A	GRC	Reserved	\$0.00
004B	GRC	All "S" Computing Seats	\$0.00
004C	GRC	All "M" Computing Seats	\$0.00
004D	GRC	All "B" Computing Seats	\$0.00
004E		All "T" Computing Seats	\$0.00
004F	GRC	All "S" Cell Phone Seats	\$0.00
004G	GRC	All "B" Cell Phone Seats	\$0.00
004H	GRC	All "S" Smartphone Seats	\$0.00
004I	GRC	All "B" Smartphone Seats	\$0.00
004J	GRC	All Pager Seats	\$0.00
004K	GRC	All Network Printer (PRN) Seats	\$0.00
004L	GRC	MFD B&W Desktop Seat	\$0.00
004M	GRC	MFD B&W Floor Seat	\$0.00
004N	GRC	MFD Color Desktop Seat	\$0.00
004O	GRC	MFD Color Floor Seat	\$0.00
004P	GRC	Virtual Team Service (VTS) Seat	\$0.00
004Q	GRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
004R	GRC	All ACES Product Catalog (APC)	\$0.00
004S	GRC	All Enhanced Support Services	\$0.00
004T	GRC	All Other General Services	\$0.00
005	GSFC	All End-user Services & Catalog Purchases	\$0.00
005A	GSFC	Reserved	\$0.00
005B	GSFC	All "S" Computing Seats	\$0.00
005C	GSFC	All "M" Computing Seats	\$0.00
005D	GSFC	All "B" Computing Seats	\$0.00

005E	GSFC	All "T" Computing Seats	\$0.00
005F	GSFC	All "S" Cell Phone Seats	\$0.00
005G	GSFC	All "B" Cell Phone Seats	\$0.00
005H	GSFC	All "S" Smartphone Seats	\$0.00
005I	GSFC	All "B" Smartphone Seats	\$0.00
005J	GSFC	All Pager Seats	\$0.00
005K	GSFC	All Network Printer (PRN) Seats	\$0.00
005L	GSFC	MFD B&W Desktop Seat	\$0.00
005M	GSFC	MFD B&W Floor Seat	\$0.00
005N	GSFC	MFD Color Desktop Seat	\$0.00
005O	GSFC	MFD Color Floor Seat	\$0.00
005P	GSFC	Virtual Team Service (VTS) Seat	\$0.00
005Q	GSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
005R	GSFC	All ACES Product Catalog (APC)	\$0.00
005S	GSFC	All Enhanced Support Services	\$0.00
005T	GSFC	All Other General Services	\$0.00
006	HQ	All End-user Services & Catalog Purchases	\$0.00
006A	HQ	Reserved	\$0.00
006B	HQ	All "S" Computing Seats	\$0.00
006C	HQ	All "M" Computing Seats	\$0.00
006D	HQ	All "B" Computing Seats	\$0.00
006E	HQ	All "T" Computing Seats	\$0.00
006F	HQ	All "S" Cell Phone Seats	\$0.00
006G	HQ	All "B" Cell Phone Seats	\$0.00
006H	HQ	All "S" Smartphone Seats	\$0.00
006I	HQ	All "B" Smartphone Seats	\$0.00
006J	HQ	All Pager Seats	\$0.00
006K	HQ	All Network Printer (PRN) Seats	\$0.00
006L	HQ	MFD B&W Desktop Seat	\$0.00
006M	HQ	MFD B&W Floor Seat	\$0.00
006N	HQ	MFD Color Desktop Seat	\$0.00
006O	HQ	MFD Color Floor Seat	\$0.00
006P	HQ	Virtual Team Service (VTS) Seat	\$0.00
006Q	HQ	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
006R	HQ	All ACES Product Catalog (APC)	\$0.00
006S	HQ	All Enhanced Support Services	\$0.00
006T	HQ	All Other General Services	\$0.00
007	JSC	All End-user Services & Catalog Purchases	\$0.00
007A	JSC	Reserved	\$0.00
007B	JSC	All "S" Computing Seats	\$0.00
007C	JSC	All "M" Computing Seats	\$0.00
007D	JSC	All "B" Computing Seats	\$0.00
007E	JSC	All "T" Computing Seats	\$0.00
007F	JSC	All "S" Cell Phone Seats	\$0.00
007G	JSC	All "B" Cell Phone Seats	\$0.00
007H	JSC	All "S" Smartphone Seats	\$0.00
007I	JSC	All "B" Smartphone Seats	\$0.00
007J	JSC	All Pager Seats	\$0.00
007K	JSC	All Network Printer (PRN) Seats	\$0.00
007L	JSC	MFD B&W Desktop Seat	\$0.00
007M	JSC	MFD B&W Floor Seat	\$0.00

007N	JSC	MFD Color Desktop Seat	\$0.00
007O	JSC	MFD Color Floor Seat	\$0.00
007P	JSC	Virtual Team Service (VTS) Seat	\$0.00
007Q	JSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
007R	JSC	All ACES Product Catalog (APC)	\$0.00
007S	JSC	All Enhanced Support Services	\$0.00
007T	JSC	All Other General Services	\$0.00
008	KSC	All End-user Services & Catalog Purchases	\$0.00
008A	KSC	Reserved	\$0.00
008B	KSC	All "S" Computing Seats	\$0.00
008C	KSC	All "M" Computing Seats	\$0.00
008D	KSC	All "B" Computing Seats	\$0.00
008E	KSC	All "T" Computing Seats	\$0.00
008F	KSC	All "S" Cell Phone Seats	\$0.00
008G	KSC	All "B" Cell Phone Seats	\$0.00
008H	KSC	All "S" Smartphone Seats	\$0.00
008I	KSC	All "B" Smartphone Seats	\$0.00
008J	KSC	All Pager Seats	\$0.00
008K	KSC	All Network Printer (PRN) Seats	\$0.00
008L	KSC	MFD B&W Desktop Seat	\$0.00
008M	KSC	MFD B&W Floor Seat	\$0.00
008N	KSC	MFD Color Desktop Seat	\$0.00
008O	KSC	MFD Color Floor Seat	\$0.00
008P	KSC	Virtual Team Service (VTS) Seat	\$0.00
008Q	KSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
008R	KSC	All ACES Product Catalog (APC)	\$0.00
008S	KSC	All Enhanced Support Services	\$0.00
008T	KSC	All Other General Services	\$0.00
009	LaRC	All End-user Services & Catalog Purchases	\$0.00
009A	LaRC	Reserved	\$0.00
009B	LaRC	All "S" Computing Seats	\$0.00
009C	LaRC	All "M" Computing Seats	\$0.00
009D	LaRC	All "B" Computing Seats	\$0.00
009E	LaRC	All "T" Computing Seats	\$0.00
009F	LaRC	All "S" Cell Phone Seats	\$0.00
009G	LaRC	All "B" Cell Phone Seats	\$0.00
009H	LaRC	All "S" Smartphone Seats	\$0.00
009I	LaRC	All "B" Smartphone Seats	\$0.00
009J	LaRC	All Pager Seats	\$0.00
009K	LaRC	All Network Printer (PRN) Seats	\$0.00
009L	LaRC	MFD B&W Desktop Seat	\$0.00
009M	LaRC	MFD B&W Floor Seat	\$0.00
009N	LaRC	MFD Color Desktop Seat	\$0.00
009O	LaRC	MFD Color Floor Seat	\$0.00
009P	LaRC	Virtual Team Service (VTS) Seat	\$0.00
009Q	LaRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
009R	LaRC	All ACES Product Catalog (APC)	\$0.00
009S	LaRC	All Enhanced Support Services	\$0.00
009T	LaRC	All Other General Services	\$0.00



010	MSFC	All End-user Services & Catalog Purchases	\$0.00
010A	MSFC	Reserved	\$0.00
010B	MSFC	All "S" Computing Seats	\$0.00
010C	MSFC	All "M" Computing Seats	\$0.00
010D	MSFC	All "B" Computing Seats	\$0.00
010E	MSFC	All "T" Computing Seats	\$0.00
010F	MSFC	All "S" Cell Phone Seats	\$0.00
010G	MSFC	All "B" Cell Phone Seats	\$0.00
010H	MSFC	All "S" Smartphone Seats	\$0.00
010I	MSFC	All "B" Smartphone Seats	\$0.00
010J	MSFC	All Pager Seats	\$0.00
010K	MSFC	All Network Printer (PRN) Seats	\$0.00
010L	MSFC	MFD B&W Desktop Seat	\$0.00
010M	MSFC	MFD B&W Floor Seat	\$0.00
010N	MSFC	MFD Color Desktop Seat	\$0.00
010O	MSFC	MFD Color Floor Seat	\$0.00
010P	MSFC	Virtual Team Service (VTS) Seat	\$0.00
010Q	MSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
010R	MSFC	All ACES Product Catalog (APC)	\$0.00
010S	MSFC	All Enhanced Support Services	\$0.00
010T	MSFC	All Other General Services	\$0.00
011	NSSC	All End-user Services & Catalog Purchases	\$0.00
011A	NSSC	Reserved	\$0.00
011B	NSSC	All "S" Computing Seats	\$0.00
011C	NSSC	All "M" Computing Seats	\$0.00
011D	NSSC	All "B" Computing Seats	\$0.00
011E	NSSC	All "T" Computing Seats	\$0.00
011F	NSSC	All "S" Cell Phone Seats	\$0.00
011G	NSSC	All "B" Cell Phone Seats	\$0.00
011H	NSSC	All "S" Smartphone Seats	\$0.00
011I	NSSC	All "B" Smartphone Seats	\$0.00
011J	NSSC	All Pager Seats	\$0.00
011K	NSSC	All Network Printer (PRN) Seats	\$0.00
011L	NSSC	MFD B&W Desktop Seat	\$0.00
011M	NSSC	MFD B&W Floor Seat	\$0.00
011N	NSSC	MFD Color Desktop Seat	\$0.00
011O	NSSC	MFD Color Floor Seat	\$0.00
011P	NSSC	Virtual Team Service (VTS) Seat	\$0.00
011Q	NSSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
011R	NSSC	All ACES Product Catalog (APC)	\$0.00
011S	NSSC	All Enhanced Support Services	\$0.00
011T	NSSC	All Other General Services	\$0.00
012	SSC	All End-user Services & Catalog Purchases	\$0.00
012A	SSC	Reserved	\$0.00
012B	SSC	All "S" Computing Seats	\$0.00
012C	SSC	All "M" Computing Seats	\$0.00
012D	SSC	All "B" Computing Seats	\$0.00
012E	SSC	All "T" Computing Seats	\$0.00
012F	SSC	All "S" Cell Phone Seats	\$0.00
012G	SSC	All "B" Cell Phone Seats	\$0.00
012H	SSC	All "S" Smartphone Seats	\$0.00

012I	SSC	All "B" Smartphone Seats	\$0.00
012J	SSC	All Pager Seats	\$0.00
012K	SSC	All Network Printer (PRN) Seats	\$0.00
012L	SSC	MFD B&W Desktop Seat	\$0.00
012M	SSC	MFD B&W Floor Seat	\$0.00
012N	SSC	MFD Color Desktop Seat	\$0.00
012O	SSC	MFD Color Floor Seat	\$0.00
012P	SSC	Virtual Team Service (VTS) Seat	\$0.00
012Q	SSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
012R	SSC	All ACES Product Catalog (APC)	\$0.00
012S	SSC	All Enhanced Support Services	\$0.00
012T	SSC	All Other General Services	\$0.00
<b>Option Period 2 (Nov 1, 2018 – Oct 31, 2021)</b>			
<b>PLI</b>	<b>Center</b>	<b>Description</b>	<b>Amount</b>
001	Agency	All End-user Services & Catalog Purchases	\$0.00
001A	Agency	All Base Services	\$0.00
001B	Agency	All "S" Computing Seats	\$0.00
001C	Agency	All "M" Computing Seats	\$0.00
001D	Agency	All "B" Computing Seats	\$0.00
001E	Agency	All "T" Computing Seats	\$0.00
001F	Agency	All "S" Cell Phone Seats	\$0.00
001G	Agency	All "B" Cell Phone Seats	\$0.00
001H	Agency	All "S" Smartphone Seats	\$0.00
001I	Agency	All "B" Smartphone Seats	\$0.00
001J	Agency	All Pager Seats	\$0.00
001K	Agency	All Network Printer (PRN) Seats	\$0.00
001L	Agency	MFD B&W Desktop Seat	\$0.00
001M	Agency	MFD B&W Floor Seat	\$0.00
001N	Agency	MFD Color Desktop Seat	\$0.00
001O	Agency	MFD Color Floor Seat	\$0.00
001P	Agency	Virtual Team Service (VTS) Seat	\$0.00
001Q	Agency	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
001R	Agency	All ACES Product Catalog (APC)	\$0.00
001S	Agency	All Enhanced Support Services	\$0.00
001T	Agency	All Other General Services	\$0.00
002	ARC	All End-user Services & Catalog Purchases	\$0.00
002A	ARC	Reserved	\$0.00
002B	ARC	All "S" Computing Seats	\$0.00
002C	ARC	All "M" Computing Seats	\$0.00
002D	ARC	All "B" Computing Seats	\$0.00
002E	ARC	All "T" Computing Seats	\$0.00
002F	ARC	All "S" Cell Phone Seats	\$0.00
002G	ARC	All "B" Cell Phone Seats	\$0.00
002H	ARC	All "S" Smartphone Seats	\$0.00
002I	ARC	All "B" Smartphone Seats	\$0.00
002J	ARC	All Pager Seats	\$0.00
002K	ARC	All Network Printer (PRN) Seats	\$0.00
002L	ARC	MFD B&W Desktop Seat	\$0.00
002M	ARC	MFD B&W Floor Seat	\$0.00
002N	ARC	MFD Color Desktop Seat	\$0.00



002O	ARC	MFD Color Floor Seat	\$0.00
002P	ARC	Virtual Team Service (VTS) Seat	\$0.00
002Q	ARC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
002R	ARC	All ACES Product Catalog (APC)	\$0.00
002S	ARC	All Enhanced Support Services	\$0.00
002T	ARC	All Other General Services	\$0.00
003	DFRC	All End-user Services & Catalog Purchases	\$0.00
003A	DFRC	Reserved	\$0.00
003B	DFRC	All "S" Computing Seats	\$0.00
003C	DFRC	All "M" Computing Seats	\$0.00
003D	DFRC	All "B" Computing Seats	\$0.00
003E	DFRC	All "T" Computing Seats	\$0.00
003F	DFRC	All "S" Cell Phone Seats	\$0.00
003G	DFRC	All "B" Cell Phone Seats	\$0.00
003H	DFRC	All "S" Smartphone Seats	\$0.00
003I	DFRC	All "B" Smartphone Seats	\$0.00
003J	DFRC	All Pager Seats	\$0.00
003K	DFRC	All Network Printer (PRN) Seats	\$0.00
003L	DFRC	MFD B&W Desktop Seat	\$0.00
003M	DFRC	MFD B&W Floor Seat	\$0.00
003N	DFRC	MFD Color Desktop Seat	\$0.00
003O	DFRC	MFD Color Floor Seat	\$0.00
003P	DFRC	Virtual Team Service (VTS) Seat	\$0.00
003Q	DFRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
003R	DFRC	All ACES Product Catalog (APC)	\$0.00
003S	DFRC	All Enhanced Support Services	\$0.00
003T	DFRC	All Other General Services	\$0.00
004	GRC	All End-user Services & Catalog Purchases	\$0.00
004A	GRC	Reserved	\$0.00
004B	GRC	All "S" Computing Seats	\$0.00
004C	GRC	All "M" Computing Seats	\$0.00
004D	GRC	All "B" Computing Seats	\$0.00
004E	GRC	All "T" Computing Seats	\$0.00
004F	GRC	All "S" Cell Phone Seats	\$0.00
004G	GRC	All "B" Cell Phone Seats	\$0.00
004H	GRC	All "S" Smartphone Seats	\$0.00
004I	GRC	All "B" Smartphone Seats	\$0.00
004J	GRC	All Pager Seats	\$0.00
004K	GRC	All Network Printer (PRN) Seats	\$0.00
004L	GRC	MFD B&W Desktop Seat	\$0.00
004M	GRC	MFD B&W Floor Seat	\$0.00
004N	GRC	MFD Color Desktop Seat	\$0.00
004O	GRC	MFD Color Floor Seat	\$0.00
004P	GRC	Virtual Team Service (VTS) Seat	\$0.00
004Q	GRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
004R	GRC	All ACES Product Catalog (APC)	\$0.00
004S	GRC	All Enhanced Support Services	\$0.00
004T	GRC	All Other General Services	\$0.00
005	GSFC	All End-user Services & Catalog Purchases	\$0.00

005A	GSFC	Reserved	\$0.00
005B	GSFC	All "S" Computing Seats	\$0.00
005C	GSFC	All "M" Computing Seats	\$0.00
005D	GSFC	All "B" Computing Seats	\$0.00
005E	GSFC	All "T" Computing Seats	\$0.00
005F	GSFC	All "S" Cell Phone Seats	\$0.00
005G	GSFC	All "B" Cell Phone Seats	\$0.00
005H	GSFC	All "S" Smartphone Seats	\$0.00
005I	GSFC	All "B" Smartphone Seats	\$0.00
005J	GSFC	All Pager Seats	\$0.00
005K	GSFC	All Network Printer (PRN) Seats	\$0.00
005L	GSFC	MFD B&W Desktop Seat	\$0.00
005M	GSFC	MFD B&W Floor Seat	\$0.00
005N	GSFC	MFD Color Desktop Seat	\$0.00
005O	GSFC	MFD Color Floor Seat	\$0.00
005P	GSFC	Virtual Team Service (VTS) Seat	\$0.00
005Q	GSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
005R	GSFC	All ACES Product Catalog (APC)	\$0.00
005S	GSFC	All Enhanced Support Services	\$0.00
005T	GSFC	All Other General Services	\$0.00
006	HQ	All End-user Services & Catalog Purchases	\$0.00
006A	HQ	Reserved	\$0.00
006B	HQ	All "S" Computing Seats	\$0.00
006C	HQ	All "M" Computing Seats	\$0.00
006D	HQ	All "B" Computing Seats	\$0.00
006E	HQ	All "T" Computing Seats	\$0.00
006F	HQ	All "S" Cell Phone Seats	\$0.00
006G	HQ	All "B" Cell Phone Seats	\$0.00
006H	HQ	All "S" Smartphone Seats	\$0.00
006I	HQ	All "B" Smartphone Seats	\$0.00
006J	HQ	All Pager Seats	\$0.00
006K	HQ	All Network Printer (PRN) Seats	\$0.00
006L	HQ	MFD B&W Desktop Seat	\$0.00
006M	HQ	MFD B&W Floor Seat	\$0.00
006N	HQ	MFD Color Desktop Seat	\$0.00
006O	HQ	MFD Color Floor Seat	\$0.00
006P	HQ	Virtual Team Service (VTS) Seat	\$0.00
006Q	HQ	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
006R	HQ	All ACES Product Catalog (APC)	\$0.00
006S	HQ	All Enhanced Support Services	\$0.00
006T	HQ	All Other General Services	\$0.00
007	JSC	All End-user Services & Catalog Purchases	\$0.00
007A	JSC	Reserved	\$0.00
007B	JSC	All "S" Computing Seats	\$0.00
007C	JSC	All "M" Computing Seats	\$0.00
007D	JSC	All "B" Computing Seats	\$0.00
007E	JSC	All "T" Computing Seats	\$0.00
007F	JSC	All "S" Cell Phone Seats	\$0.00
007G	JSC	All "B" Cell Phone Seats	\$0.00
007H	JSC	All "S" Smartphone Seats	\$0.00
007I	JSC	All "B" Smartphone Seats	\$0.00

007J	JSC	All Pager Seats	\$0.00
007K	JSC	All Network Printer (PRN) Seats	\$0.00
007L	JSC	MFD B&W Desktop Seat	\$0.00
007M	JSC	MFD B&W Floor Seat	\$0.00
007N	JSC	MFD Color Desktop Seat	\$0.00
007O	JSC	MFD Color Floor Seat	\$0.00
007P	JSC	Virtual Team Service (VTS) Seat	\$0.00
007Q	JSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
007R	JSC	All ACES Product Catalog (APC)	\$0.00
007S	JSC	All Enhanced Support Services	\$0.00
007T	JSC	All Other General Services	\$0.00
008	KSC	All End-user Services & Catalog Purchases	\$0.00
008A	KSC	Reserved	\$0.00
008B	KSC	All "S" Computing Seats	\$0.00
008C	KSC	All "M" Computing Seats	\$0.00
008D	KSC	All "B" Computing Seats	\$0.00
008E	KSC	All "T" Computing Seats	\$0.00
008F	KSC	All "S" Cell Phone Seats	\$0.00
008G	KSC	All "B" Cell Phone Seats	\$0.00
008H	KSC	All "S" Smartphone Seats	\$0.00
008I	KSC	All "B" Smartphone Seats	\$0.00
008J	KSC	All Pager Seats	\$0.00
008K	KSC	All Network Printer (PRN) Seats	\$0.00
008L	KSC	MFD B&W Desktop Seat	\$0.00
008M	KSC	MFD B&W Floor Seat	\$0.00
008N	KSC	MFD Color Desktop Seat	\$0.00
008O	KSC	MFD Color Floor Seat	\$0.00
008P	KSC	Virtual Team Service (VTS) Seat	\$0.00
008Q	KSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
008R	KSC	All ACES Product Catalog (APC)	\$0.00
008S	KSC	All Enhanced Support Services	\$0.00
008T	KSC	All Other General Services	\$0.00
009	LaRC	All End-user Services & Catalog Purchases	\$0.00
009A	LaRC	Reserved	\$0.00
009B	LaRC	All "S" Computing Seats	\$0.00
009C	LaRC	All "M" Computing Seats	\$0.00
009D	LaRC	All "B" Computing Seats	\$0.00
009E	LaRC	All "T" Computing Seats	\$0.00
009F	LaRC	All "S" Cell Phone Seats	\$0.00
009G	LaRC	All "B" Cell Phone Seats	\$0.00
009H	LaRC	All "S" Smartphone Seats	\$0.00
009I	LaRC	All "B" Smartphone Seats	\$0.00
009J	LaRC	All Pager Seats	\$0.00
009K	LaRC	All Network Printer (PRN) Seats	\$0.00
009L	LaRC	MFD B&W Desktop Seat	\$0.00
009M	LaRC	MFD B&W Floor Seat	\$0.00
009N	LaRC	MFD Color Desktop Seat	\$0.00
009O	LaRC	MFD Color Floor Seat	\$0.00
009P	LaRC	Virtual Team Service (VTS) Seat	\$0.00
009Q	LaRC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00

009R	LaRC	All ACES Product Catalog (APC)	\$0.00
009S	LaRC	All Enhanced Support Services	\$0.00
009T	LaRC	All Other General Services	\$0.00
010	MSFC	All End-user Services & Catalog Purchases	\$0.00
010A	MSFC	Reserved	\$0.00
010B	MSFC	All "S" Computing Seats	\$0.00
010C	MSFC	All "M" Computing Seats	\$0.00
010D	MSFC	All "B" Computing Seats	\$0.00
010E	MSFC	All "T" Computing Seats	\$0.00
010F	MSFC	All "S" Cell Phone Seats	\$0.00
010G	MSFC	All "B" Cell Phone Seats	\$0.00
010H	MSFC	All "S" Smartphone Seats	\$0.00
010I	MSFC	All "B" Smartphone Seats	\$0.00
010J	MSFC	All Pager Seats	\$0.00
010K	MSFC	All Network Printer (PRN) Seats	\$0.00
010L	MSFC	MFD B&W Desktop Seat	\$0.00
010M	MSFC	MFD B&W Floor Seat	\$0.00
010N	MSFC	MFD Color Desktop Seat	\$0.00
010O	MSFC	MFD Color Floor Seat	\$0.00
010P	MSFC	Virtual Team Service (VTS) Seat	\$0.00
010Q	MSFC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
010R	MSFC	All ACES Product Catalog (APC)	\$0.00
010S	MSFC	All Enhanced Support Services	\$0.00
010T	MSFC	All Other General Services	\$0.00
011	NSSC	All End-user Services & Catalog Purchases	\$0.00
011A	NSSC	Reserved	\$0.00
011B	NSSC	All "S" Computing Seats	\$0.00
011C	NSSC	All "M" Computing Seats	\$0.00
011D	NSSC	All "B" Computing Seats	\$0.00
011E	NSSC	All "T" Computing Seats	\$0.00
011F	NSSC	All "S" Cell Phone Seats	\$0.00
011G	NSSC	All "B" Cell Phone Seats	\$0.00
011H	NSSC	All "S" Smartphone Seats	\$0.00
011I	NSSC	All "B" Smartphone Seats	\$0.00
011J	NSSC	All Pager Seats	\$0.00
011K	NSSC	All Network Printer (PRN) Seats	\$0.00
011L	NSSC	MFD B&W Desktop Seat	\$0.00
011M	NSSC	MFD B&W Floor Seat	\$0.00
011N	NSSC	MFD Color Desktop Seat	\$0.00
011O	NSSC	MFD Color Floor Seat	\$0.00
011P	NSSC	Virtual Team Service (VTS) Seat	\$0.00
011Q	NSSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
011R	NSSC	All ACES Product Catalog (APC)	\$0.00
011S	NSSC	All Enhanced Support Services	\$0.00
011T	NSSC	All Other General Services	\$0.00
012	SSC	All End-user Services & Catalog Purchases	\$0.00
012A	SSC	Reserved	\$0.00
012B	SSC	All "S" Computing Seats	\$0.00
012C	SSC	All "M" Computing Seats	\$0.00
012D	SSC	All "B" Computing Seats	\$0.00

012E	SSC	All "T" Computing Seats	\$0.00
012F	SSC	All "S" Cell Phone Seats	\$0.00
012G	SSC	All "B" Cell Phone Seats	\$0.00
012H	SSC	All "S" Smartphone Seats	\$0.00
012I	SSC	All "B" Smartphone Seats	\$0.00
012J	SSC	All Pager Seats	\$0.00
012K	SSC	All Network Printer (PRN) Seats	\$0.00
012L	SSC	MFD B&W Desktop Seat	\$0.00
012M	SSC	MFD B&W Floor Seat	\$0.00
012N	SSC	MFD Color Desktop Seat	\$0.00
012O	SSC	MFD Color Floor Seat	\$0.00
012P	SSC	Virtual Team Service (VTS) Seat	\$0.00
012Q	SSC	All Infrastructure Upgrade Proposal (IUP) Labor Rates	\$0.00
012R	SSC	All ACES Product Catalog (APC)	\$0.00
012S	SSC	All Enhanced Support Services	\$0.00
012T	SSC	All Other General Services	\$0.00

A summary of orders placed for PLIs A-O is provided in Attachment I-5, *Summary of Base Services*; Attachment I-6, *Summary of ACES Product Catalog (APC) Purchases*; and Attachment I-8, *Summary of Seat Purchases and All Other Services*. These summaries record orders placed by each Center using the Enterprise Service Request System (ESRS) and are updated on a monthly basis. Attachment I-7, *Summary of Infrastructure Upgrade Proposals*, provides a summary of all approved infrastructure upgrade proposals (PLI P) and is updated as new IUPs are authorized by the Contracting Officer.

(End of clause)

**2.4 SCHEDULE OF PRICES FOR INDIVIDUAL SEATS**

Firm-Fixed Prices for individual seats by contract year are delineated in Attachment I-9, *CLIN Pricing*. These prices have been proposed on an Agency-wide basis and apply to seat purchases regardless of Center location. All delivery charges, taxes, and handling costs are included in the listed prices.

(End of clause)

**2.5 ACES SEATS VOLUME DISCOUNT**

(a) The Contractor shall provide volume discounts for all ACES seats of a particular seat type (e.g., "S" Computing seat) when the quantity of these ACES seats currently invoiced is in excess of the estimated quantities stated in this clause.

(b) The Contractor agrees to reduce the monthly seat price of all ACES seats in the affected CLINs (e.g., S Computing seats, M Computing seats, T Computing seats, or MFD seats) by the discount rate if the number of ordered seats are increased above the volume threshold. For example, if the estimated quantity for a particular CLIN is 17,500, the volume threshold increase is 1,000, and the discount rate is ■■■, a quantity increase of 3,300 to 20,800, would result in a total reduction of ■■■

(c) This seat price reduction is effective when the increased quantity is maintained for a minimum of six (6) continuous months. At the end of the continuous six-month period, the Contractor shall provide a total credit amount equal to the previous six months' difference between the negotiated seat price (Attachment I-9, *CLIN Pricing*) and the reduced seat price. The Contractor shall continue to provide a monthly credit for the difference between the negotiated seat price and the reduced seat amount thereafter.

(d) If the seat count for a particular CLIN drops below the seat volume thresholds, the applicable reduction will be rescinded. In the example above, if the quantity reduced from 20,800 to 19,800, then the total reduction would be 2%. However, the price will never be higher than the original negotiated seat price (Attachment I-9, *CLIN Pricing*).

CLIN	Description	Estimated Quantity	Volume Threshold Increase	Discount Rate
T-1	"S" Computing Seat Microsoft Compatible Desktop Platform	Yr 1: 18,627; Yr 2: 18,268 Yr 3: 17,840; Yr 4: 18,118 Yr 5: 18,527; Yr 6: 18,935 Yr 7: 19,484; Yr 8: 20,190 Yr 9: 21,078; Yr 10: 22,179	each 500 seats	■■■
T-2	"S" Computing Seat Microsoft Compatible Laptop Platform	Yr 1: 13,745; Yr 2: 14,797 Yr 3: 15,966; Yr 4: 16,747 Yr 5: 17,618; Yr 6: 18,558 Yr 7: 19,607; Yr 8: 20,779 Yr 9: 22,096; Yr 10: 23,576	each 500 seats	■■■
T-3	"S" Computing Seat Apple Compatible Desktop Platform	Yr 1: 837; Yr 2: 871 Yr 3: 896; Yr 4: 912 Yr 5: 931; Yr 6: 951 Yr 7: 973; Yr 8: 997 Yr 9: 1,026; Yr 10: 1,059	each 100 seats	■■■
T-4	"S" Computing Seat Apple Compatible Laptop Platform	Yr 1: 2,113; Yr 2: 2,224 Yr 3: 2,329; Yr 4: 2,376 Yr 5: 2,428; Yr 6: 2,482 Yr 7: 2,541; Yr 8: 2,605 Yr 9: 2,677; Yr 10: 2,755	each 100 seats	■■■
U-1	"M" Computing Seat Microsoft Compatible Desktop Platform	Yr 1: 1,732; Yr 2: 1,726 Yr 3: 1,775; Yr 4: 2,034 Yr 5: 2,333; Yr 6: 2,400 Yr 7: 2,467; Yr 8: 2,537 Yr 9: 2,609; Yr 10: 2,681	each 100 seats	■■■
U-2	"M" Computing Seat Microsoft Compatible Laptop Platform	Yr 1: 1,947; Yr 2: 1,648 Yr 3: 1,693; Yr 4: 1,925 Yr 5: 2,193; Yr 6: 2,253 Yr 7: 2,313; Yr 8: 2,376	each 100 seats	■■■

		Yr 9: 2,439; Yr 10: 2,505		
U-3	"M" Computing Seat Microsoft Compatible Lightweight Platform	Yr 1: 2,675; Yr 2: 2,832 Yr 3: 3,003; Yr 4: 3,591 Yr 5: 3,848; Yr 6: 4,071 Yr 7: 4,314; Yr 8: 4,580 Yr 9: 4,872; Yr 10: 5,192	each 100 seats	■
U-4	"M" Computing Seat Microsoft Compatible Tablet Platform	Yr 1: 502; Yr 2: 529 Yr 3: 559; Yr 4: 599 Yr 5: 645; Yr 6: 685 Yr 7: 730; Yr 8: 779 Yr 9: 833; Yr 10: 894	each 100 seats	■
U-5	"M" Computing Seat Microsoft Compatible Workstation Platform	Yr 1: 3,393; Yr 2: 3,570 Yr 3: 3,763; Yr 4: 3,978 Yr 5: 4,221; Yr 6: 4,492 Yr 7: 4,797; Yr 8: 5,141 Yr 9: 5,531; Yr 10: 5,972	each 100 seats	■
U-6	"M" Computing Seat Apple Compatible Desktop Platform	Yr 1: 52; Yr 2: 58 Yr 3: 64; Yr 4: 72 Yr 5: 83; Yr 6: 94 Yr 7: 107; Yr 8: 123 Yr 9: 142; Yr 10: 165	each 100 seats	■
U-7	"M" Computing Seat Apple Compatible Laptop Platform	Yr 1: 110; Yr 2: 113 Yr 3: 116; Yr 4: 119 Yr 5: 131; Yr 6: 134 Yr 7: 138; Yr 8: 143 Yr 9: 148; Yr 10: 153	each 100 seats	■
U-8	"M" Computing Seat Apple Compatible Lightweight Platform	Yr 1: 76; Yr 2: 78 Yr 3: 79; Yr 4: 81 Yr 5: 83; Yr 6: 85 Yr 7: 86; Yr 8: 88 Yr 9: 90; Yr 10: 92	each 100 seats	■
U-9	"M" Computing Seat Apple Compatible Workstation Platform	Yr 1: 167; Yr 2: 170 Yr 3: 173; Yr 4: 177 Yr 5: 182; Yr 6: 186 Yr 7: 191; Yr 8: 197 Yr 9: 204; Yr 10: 214	each 100 seats	■
U-10	"M" Computing Seat LINUX Desktop Platform	Yr 1:72; Yr 2: 74 Yr 3: 76; Yr 4: 79 Yr 5: 82; Yr 6: 85 Yr 7: 89; Yr 8: 93 Yr 9: 97; Yr 10: 103	each 100 seats	■
U-11	"M" Computing Seat LINUX Laptop Platform	Yr 1:72; Yr 2: 75 Yr 3: 76; Yr 4: 80 Yr 5: 83; Yr 6: 86 Yr 7: 90; Yr 8: 93 Yr 9: 98; Yr 10: 103	each 100 seats	■
U-12	"M" Computing Seat UNIX Workstation Platform	Yr 1: 61; Yr 2: 64 Yr 3: 68; Yr 4: 72 Yr 5: 76; Yr 6: 80 Yr 7: 85; Yr 8: 92 Yr 9: 98; Yr 10: 105	each 100 seats	■

V-1	"T" Computing Seat Desktop Platform	Yr 1: 1,200; Yr 2: 1,500 Yr 3: 1,800; Yr 4: 2,200 Yr 5: 3,000; Yr 6: 3,000 Yr 7: 3,000; Yr 8: 3,000 Yr 9: 3,000; Yr 10: 3,000	each 300 seats	█
V-2	"T" Computing Seat Laptop Platform	Yr 1: 300; Yr 2: 400 Yr 3: 500; Yr 4: 500 Yr 5: 500; Yr 6: 500 Yr 7: 500; Yr 8: 500 Yr 9: 500; Yr 10: 500	each 300 seats	█

(End of clause)

**2.6 PRICES FOR CATALOG ITEMS**

The Contractor shall maintain a catalog of common ancillary information technology items as required in Section 3.3 of the Performance Work Statement. The Contractor agrees to provide a discount off the manufacturer suggested retail price as specified below. The Contractor also agrees that all associated material handling charges are included in the annual price of the Base Services (PLI 001A) price and shall not be added to the price of the individual catalog item.

	<u>Period</u>	<u>Discount Rate</u>
Base	Nov 1, 2011 – Oct 31, 2015	█
Option 1	Nov 1, 2015 – Oct 31, 2018	█
Option 2	Nov 1, 2018 – Oct 31, 2021	█

\*\* Note: If the Discount Rate is not the same within each period, the Offeror shall specify the yearly discount rate

(End of clause)

**2.7 52.216-3 ECONOMIC PRICE ADJUSTMENT- SEMISTANDARD SUPPLIES (JAN 1997)**

(a) The Contractor warrants that the supplies and services identified in Clause 2.4, Schedule of Prices for Individual Seats, are (except for modifications required by the contract specifications) supplies or services for which there is 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. At a minimum, the Contractor shall submit an adjustment proposal annually or as the marketplace changes. This does not alleviate the Contractor from submitting an adjustment proposal as identified in Paragraph (a) of this clause. 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)

**2.8 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 \$251,378,555.67 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

Date      Amounts

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 June 17, 2014.

(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)

## **2.9 RETAINAGE POOLS AND PERFORMANCE METRICS**

(a) To promote excellent service delivery, customer satisfaction, and maximum efficiency, the Government will establish a series of retainage pools constituting 16 percent of the Contractor's total monthly invoice (excluding any APC and IUP amounts). This amount will be processed in accordance with Attachment I-3, *Retainage Pools and Performance Metrics*. The full invoice amount will be disbursed to the Contractor in accordance with this clause and Attachment I-3, *Retainage Pools and Performance Metrics*, and any amount to be retained due to performance failure from one or more of the pools defined in Attachment I-3 will be deducted from the Contractor's full invoice (excluding any APC and IUP amounts) for the month in which the Government's retainage determination was issued in, as noted with examples in Attachment I-3.

(b) The Government has established four retainage pools and associated performance metrics to evaluate the Contractor’s performance. A detailed discussion of these retainage pools and performance metrics are provided in Attachment I-3, *Retainage Pools and Performance Metrics*, and summarized in the table below.

Type of Metric	Frequency of Evaluation	Retainage Percentage	Determination Official
Metric Retainage Pool (MRP)	Monthly	█	Agency CIO or designee
Performance Retainage Pool (PRP)	Quarterly	█ per mo. = █ per quarter	Agency CIO or designee
Schedule Retainage Pool (SRP)	Monthly	█	Agency CIO or designee
Small Business Utilization Pool (SBUP)	Annually	█ per mo. = █ annually	Agency CIO or designee

(c) The Government will complete its assessment and determination of MRP and SRP earned by the 5<sup>th</sup> calendar day of the month following submission of the Contractor’s MA-07 for the month in which the performance occurred. The assessment and determination of PRP earned will be completed by the Government by the 5<sup>th</sup> calendar day of the month following the last month of the quarterly evaluation period. (For example: the May – July PRP determination is due by the 5<sup>th</sup> calendar day in September). The Government will provide its determination on the annual SBUP SLA as part of the review of the details included in the Contractor’s MA-07 for the month of October in each contract year. For both the monthly MRP/SRP SLA determinations and the quarterly PRP determinations, the Government will provide the Contractor the opportunity to meet with the Government and review/discuss the determination details before the formal determination is issued.

(d) The percentage of each retainage pool not earned is identified in the table below. Note – Review and evaluation of the SRP metrics will be conducted monthly beginning March 1, 2012, and will continue through the end of the initial ACES compute seat deployment or the completion of the availability of the ACES technical services, whichever is last. When each SRP metric is completed, the applicable SRP retainage metric will be eliminated from the SRP retainage pool.

Also note the PRP SLA has a retainage value of █ monthly but is evaluated quarterly, so the table below reflects the total amount of █ for each quarterly evaluation period. In similar fashion, the SBUP SLA has a retainage value of █ monthly but is evaluated annually, so the table below reflects the total amount of █ retainage for the annual evaluation period.

Type of Metric	Retainage Pool and Performance Metrics Pool -- Percentage Not Earned										
	Max Amount	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>MRP - Monthly</b>											
November	8.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
December	8.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
January	8.0%	N/A	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
February	8.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
March	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
April	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
May	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
June	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
July	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
August	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
October	8.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>SRP - Monthly</b>											
November	5.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
December	5.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
January	5.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
February	5.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
March	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
April	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
May	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
June	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
July	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
August	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
October	5.0%	[REDACTED]	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>PRP - Quarterly</b>											
March 2012 – August 2012 *	30%	[REDACTED]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
September 2012 – April 2013 **	40%	N/A	[REDACTED]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
November - January ***	6.0%	N/A	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
February – April ***	6.0%	N/A	N/A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
May – July ***	6.0%	N/A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
August - October ***	6.0%	N/A	[REDACTED]	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>SBUP - Annual</b>											
November - October	12.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) The Contractor shall submit a monthly report identifying its performance against the metrics specified in Attachment I-3, *Retainage Pools and Performance Metrics*. This report shall also include self-assessment and be prepared in accordance with MA-07, *Retainage Pools and Performance Metrics Report*. The Contractor’s monthly MA-07 report will be due on or before the seventh (7<sup>th</sup>) business day after the completion of the service month for which is being reported. Any Contractor requests for waivers under the MRP, SRP or SBUP SLA categories will be submitted as soon as possible in accordance with the ACES SLA Waiver procedures. NASA’s Service Executive for End User Services will review the waiver requests and approve, deny, or request clarification of the waiver requests within ten (10) business days of receipt.

(f) The Government shall use this clause in lieu of requiring re-performance of services as provided for in paragraph (a) of 52.212-4, *Contract Terms and Conditions - Commercial Items*.

(End of clause)

**2.10 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 and 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 Enterprise Service Request System, to facilitate reconciliation and verification of all costs.
- 3) The Contractor shall provide the Agency summary and individual worksheets for each Center to the ACES Project Office. Individual worksheets for each Center shall also be submitted to the locally identified Center POC.
- 4) The invoice shall identify seats and services ordered retainage pool withholdings, excess chargers, 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, ACES Project Office, and each Center Technical Monitor (CTM)).
- 6) Invoices shall be submitted on the 15th day of each month for the previous calendar month of service performed. If the 15th day of the month falls on a weekend or holiday, invoices will be submitted on the next business day following the weekend or holiday.

(End of clause)

**2.11 LIABILITY FOR LOSS, THEFT, DAMAGE OR DESTRUCTION**

(a) The Government assumes no liability for loss, theft, damage, destruction (willful or otherwise) 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 0.80% of all Agency orders procured during the previous year, as reflected through the Contracting Officer's updates to clause 1852.216-78, *Firm Fixed Price*.

(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) a grantee, exceeds 0.80% of all Agency orders procured during the previous year, 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, in

excess of 0.80% of all Agency orders procured during the previous year, provided the Contractor can substantiate both the nature of the loss and the reimbursement costs with either written or electronic records.

(End of clause)

## **2.12 CREDIT FOR OUTAGES**

A seat is considered down if any service associated with that seat, as defined by the PWS, is unavailable. If the return to service period is exceeded the credit starts to take place with the next business day after the return to service has been missed. A credit equaled to one-thirtieth of the monthly seat invoice will be applied for each day that the seat is down. Credit provisions do not apply to outages that are beyond the control of the Contractor. (Reference Section I, 1.1, 52.212-4(f), *Excusable Delay*, which gives a definition of "beyond control".) The Government shall use this clause in lieu of requiring re-performance of services as provided for in paragraph (a) of 52.212-4, Contract Terms and Conditions - Commercial Items.

(End of clause)

### **3.0 ORDERING OF SERVICES AND SUPPLIES**

#### **3.1 PLACING ORDERS FOR SEATS, CATALOG ITEMS, AND INFRASTRUCTURE UPGRADES (GENERAL)**

(a) The Government will order all services and supplies required under this contract through either the (1) Enterprise Service Request System (ESRS) or (2) Infrastructure Upgrade Ordering Process.

(b) The ESRS provides authorized users a single automated tool to place orders for seats and catalog items. The ESRS is further defined in Clause 3.2, *Enterprise Service Request System*.

(c) Labor and materials required to perform infrastructure upgrade services will be ordered by the Contracting Officer utilizing the procedures delineated in Clause 3.3, *Infrastructure Upgrade Ordering Process*.

(d) Minimum and maximum order limitations for any single order are stipulated in FAR clause 52.216-19, *Order Limitations*. Orders under this contract may be placed anytime 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 ENTERPRISE SERVICE REQUEST SYSTEM (ESRS)**

(a) The ESRS is an integrated management tool which will be used by all I<sup>3</sup>P Contractors to coordinate and fulfill service requests from authorized users. As part of the ACES contract, the ESRS will also provide authorized users with a single automated tool to place orders for end-user services and catalog purchases. ESRS will also provide the ACES Project Management Office with a reporting tool to track Center purchases down to the individual seat level and provide associated financial information.

(b) On a monthly basis, the Contracting Officer will modify NFS Clause 1852.216-78, *Firm Fixed Price* and Attachment I-5, *Summary of Base Services*; Attachment I-6, *Summary of ACES Product Catalog (APC) Purchases*; and Attachment I-8, *Summary of Seat Purchases and All Other Services*, to reflect all orders for base services and catalog items ordered through ESRS in the preceding 30 days.

*Note to Offerors: The ESRS is being developed concurrently by the NASA Shared Services Center and Computer Sciences Corporation under contract NNX05AA01C. As development of the ESRS matures, this clause will be revised to provide more comprehensive information on the system.*

(End of clause)

#### **3.3 INFRASTRUCTURE UPGRADE ORDERING PROCESS**

(a) Only the Contracting Officer may authorize the Contractor to provide infrastructure upgrade services under this contract. The Contractor may only incur costs for infrastructure upgrade services in performance of orders authorized under this clause. No other costs are



authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to providing authorization for infrastructure upgrade services to commence, the Contracting Officer will issue a request for an infrastructure upgrade proposal containing the following information:

(1) Functional description of the work required, identifying the objectives or results desired.

(2) Schedule with milestones, list of deliverables required and due dates.

(3) 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. The Contractor shall use the labor categories and fully burdened labor rates contained in Attachment I-10, *Schedule of Fully Burdened Labor Rates*, to price the proposal.

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

(d) After review and any necessary discussions, the Contracting Officer may provide written authorization to the Contractor to proceed. The written authorization will contain, as a minimum, the following:

(1) Date of the authorization.

(2) 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) Firm-fixed-price and level of effort (if applicable).

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

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

(e) The Contracting Officer may amend orders in the same manner in which they were authorized.

(f) The Contracting Officer will modify NFS Clause 1852.216-78, *Firm Fixed Price* and Attachment I- 7, *Summary of Infrastructure Upgrade Proposals*, to reflect all orders for infrastructure upgrade services as they are authorized.

(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 ten dollars (\$10.00), 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 five hundred thousand dollars (\$500,000.00);

(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 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)

**3.5 TECHNOLOGY INFUSION/TRANSFORMATION PLANNING**

(a) The process to start a Technology Infusion or Transformation activity shall commence with the submission of a Technology Infusion/Transformation Plan. The Plan shall contain sufficient detail to evaluate its viability as an alternate approach to delivering required services in a functional area. The Plan shall be developed in accordance with NPR 7120.7 and shall include as a minimum:

- A description, at the individual requirement level, as to how the proposed alternate approach meets or exceeds the functional requirements and Service Level Agreements (SLAs) detailed in the relevant portions of the RFP/contract
- Identification of any variance from requirements detailed in the RFP/contract
- The specific benefit(s) of undertaking the proposed technology infusion/transformation in terms of its technical merits and addressing the intent of PWS Section 1.2, *Goals and Objectives*
- 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

- Identification of any assumptions and impacts, (e.g., impacts on end-users during and after the technology infusion/transformation, policies, architecture, procedures, integration with other I<sup>3</sup>P contracts, etc.), as well as mitigation strategies to address the impacts.
- Identification of a reduction 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
- A commitment to provide a fully NPR 7120.7 compliant technology infusion/transformation project plan at no additional cost before a final Government decision on implementing the technology infusion/transformation is made

(b) After review of the Plan, the Government at its option may request the Contractor to submit NPR 7120.7 Project Plan above. This Project Plan may require subsequent modifications before final acceptance. If the Plan is accepted by the Government, an equitable adjustment to the contract will be negotiated pursuant to the Shared Savings clause, Section I, 6.20.

(End of clause)

**4.0 CONTRACT TERMS AND OPTIONS**

**4.1 PERIOD OF PERFORMANCE**

(a) The Period of Performance of the base period shall be from November 1, 2011 to October 31, 2015

(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:

<u>Option No.</u>	<u>Period of Performance</u>
1	November 1, 2015 to October 31, 2018
2	November 1, 2018 to October 31, 2021

(End of clause)

**4.2 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 ten years.

(End of clause)

**4.3 ANALYSIS TO SUPPORT EXERCISE OF OPTIONS**

(a) Prior to the exercise of any option under this contract, the Contracting Officer shall make a written determination that exercise of the option is the most advantageous method of fulfilling the Government's requirement. This determination is especially critical for this contract given the length of the period of performance, rapid advances in information technology, and price reductions on existing information technology items.

(1) To support that determination, the requiring organization and Contracting Officer shall conduct an analysis that considers existing option prices, Contractor's performance to date, current market conditions, advances in technology, and other programmatic factors.

(2) This analysis must be completed in advance of providing the notice to the Contractor required by FAR 17.207(a) and allow sufficient time in the performance period to allow for the acquisition team to pursue appropriate alternative approaches with minimal impact to the program or project in terms of technical, cost, or schedule risk should the analysis conclude that the best programmatic path is not exercising the option.

(b) The CO will determine the effect on the option prices of the most recent economic price adjustment, if any, pursuant to the provision at Section I, 2.7 of this contract, prior to determining whether to exercise the option.

(End of clause)

#### **4.4 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

**4.5 ASSET TRANSITION FROM ACES CONTRACT TO SUCCESSOR CONTRACT**

(a) For purposes of this clause, the successor to the ACES contract is either: the Government, a single prime contractor, or multiple prime contractors, depending on the acquisition strategy used to procure the follow-on contract(s). The ACES Contractor shall ensure the services provided under this contract continue without interruption for the successor to the ACES contract during the phase-in period. The successor shall have the opportunity to acquire existing ACES assets (e.g., hardware and software) from the ACES 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 assets listed in the Asset Transition Value (ATV) report (DRD IT-06) at no more than the residual value listed in the DRD.
- 2) In the event that the Successor chooses not to acquire the existing ACES assets, the ACES 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 completed by the ACES Contractor during the phase-in period of the follow-on contract(s).
- 3) All existing assets shall remain installed and usable by the Government through the transition of assets or their replacement by the Successor.
- 4) The ACES Contractor shall ensure all purchase and leasing arrangements, both for hardware and software, used by the ACES Contractor, include provisions to transfer to a successor.
- 5) Software licenses acquired by the ACES Contractor shall be transferable to the successor at no additional cost upon completion of the ACES contract.
- 6) The ACES 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 ACES 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 and calculated by subtracting accumulated depreciation from initial purchase cost.
- 2) The Residual Value is based on straight line depreciation over the useful life of the asset as shown in the table below:

Asset Category	Useful Life
Computer Systems and associated components (except for the "T" seat)	3 years
Network Peripherals	4 years
Infrastructure Servers and the "T" seat	5 years

- 3) Cell phones, Smartphones, pagers, software, and all items procured via the ESRS have a residual value of \$0 from the time of purchase.

- 4) 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.
- 5) The ATV amount is based upon the asset being left in place and the successor taking title to the equipment.

(End of clause)

## 5.0 **PROPERTY MANAGEMENT**

### 5.1 **52.245-1 GOVERNMENT PROPERTY (Aug 2010) and Alt I (Aug 2010)**

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

(4) “Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.



“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) *Property management.*

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) *Fixed-price contracts.*

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance;

or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. 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 Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, theft, damage or destruction is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present

an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals that are economically beneficial to recover; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) *Inventory disposal schedules.*

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:



(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

## **5.2 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (Sep 2007) (DEVIATION)**

(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):

NPR 4100, NASA Materials Inventory Management Manual  
 NPR 4200, NASA Equipment Management Procedural Requirements  
 NPR 4300, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(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 of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all Contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require 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, 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 are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment I- 11, *List of Government Furnished Property*.

(ii) 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.

(iii) 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: NASA Exchange Facilities per Installation Directives.

(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)

### **5.3 1852.245-75 PROPERTY MANAGEMENT CHANGES (SEP 2007) (DEVIATION)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change –

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

<u>Center</u>	<u>Name</u>	<u>Address/Mail Code</u>	<u>Telephone #</u>	<u>Email Address</u>
ARC	Maria-Elena Lopez	ARC-JS	(281) 483-4964	<a href="mailto:maria.d.lopez@nasa.gov">maria.d.lopez@nasa.gov</a>
DFRC	Benjamin Robles	DFRC-F	(661) 276-2590	<a href="mailto:benjamin.a.robles@nasa.gov">benjamin.a.robles@nasa.gov</a>
GRC	Patricia M. Dimaline	GRC-CO00	(216) 433-2893	<a href="mailto:patricia.m.dimaline@nasa.gov">patricia.m.dimaline@nasa.gov</a>
GSFC & HQ	Gary V. Morris	GSFC-2730	(301) 286-5031	<a href="mailto:gary.v.morris@nasa.gov">gary.v.morris@nasa.gov</a>
JPL	Eric Lau	JPL-800B	(818) 354-8300	<a href="mailto:eric.c.Lau@jpl.nasa.gov">eric.c.Lau@jpl.nasa.gov</a>
JSC	(David) Michael Puryear	JSC-JB311	(281) 244-1469	<a href="mailto:mike.puryear@nasa.gov">mike.puryear@nasa.gov</a>
KSC	Cynthia R. Jarvis	KSC-TAB2A	(321) 867-3421	<a href="mailto:cynthia.r.jarvis@nasa.gov">cynthia.r.jarvis@nasa.gov</a>
LaRC	Susan C. Tillman	LARC-D401B	(757) 864-2064	<a href="mailto:susan.c.tillman@nasa.gov">susan.c.tillman@nasa.gov</a>
MSFC	Tracy A. Helmick	MSFC-AS41	(256) 544-5272	<a href="mailto:tracy.a.helmick@nasa.gov">tracy.a.helmick@nasa.gov</a>
SSC	Donald R. Griffith	SSC-RA30	(228) 688-2144	<a href="mailto:donald.r.griffith@nasa.gov">donald.r.griffith@nasa.gov</a>

(End of clause)

**5.4 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (SEP 2007) (DEVIATION)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory --

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record.

The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

(i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall --

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of --

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

**5.5 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEP 2007) (DEVIATION)**

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

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance 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 cause)

**5.6 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (SEP 2007) (DEVIATION)**

(a) In addition to the requirements of the FAR Government Property Clause (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 Property Management.
- (2) NPR 8831.2, Facility Maintenance 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) at any time.

(End of clause)

#### **5.7 REQUIREMENTS FOR GOVERNMENT-OWNED PROPERTY IN CONTRACTOR-OWNED EQUIPMENT**

(a) The Contractor shall de-install and return a Government-owned item to the Government in its present condition if any of the following conditions exist:

(1)The Contractor-owned equipment is no longer functional or reaches the end of its useful life.

(2)The item is no longer functional or reaches the end of its useful life.

(b) In the case of loss, theft, or damage of an Government-owned item due to negligence by the Contractor, the Contractor shall replace the item at no additional cost to the Government.

(End of clause)

#### **5.8 COMPONENT CLASSIFICATION FOR "S", "M" AND "T" SEATS**

All hardware and software components provided by the Contractor shall be field-proven and of modern design. A component is field-proven, if it has been available from the Original Equipment Manufacturer (OEM) for at least 30 days. The hardware and software components shall meet current NASA performance standards as defined in NASA-STD 2804x and NASA-STD 2805x. During the course of the contract, the Contractor shall supply completed hardware configuration templates as identified in DRD IT-07, *Vendor Product Performance Specifications*, within thirty (30) days of each NASA-STD 2804x and 2805x revision. All equipment and/or components shall be delivered in accordance with Section I, *Model Contract*, 6.27, 52.223-17 Affirmative Procurement of EPA-Designated Items In Service and Construction Contracts. Until a new NASA-STD 2804x and NASA-STD 2805x revision is issued, the Contractor shall deliver the hardware components as specified in DRD IT-07, *Vendor Product Performance Specifications*, unless a change is proposed and approved by the Government for implementation outside of the revision cycle.

(End of clause)



**5.9 STEVENSON-WYDLER OBJECTIVES**

(a) Under the letter and spirit of the Stevenson-Wydler Act, NASA supports local educational institutions by providing excess computer equipment to elementary and secondary schools, universities, and other non-profit institutions. It is important to NASA that this outreach initiative is continued where cost effective, even though the Agency no longer has or desires to have asset management responsibilities.

(b) The Contractor shall propose an amount equal to or above 45% of the systems the Government procures for each Center, which the Contractor shall donate, to local schools, universities, and other non-profit organizations, as they become excess to the needs of the contract.

Stevenson-Wydler Objectives: 75%

(End of clause)

**5.10 ASSET OWNERSHIP**

The following table details the accountability and ownership for ACES-related hardware and software. "Government" in the below table is defined as Government or support contractor.

Type of Asset	Accountability	Ownership
"S," "M," Amortized "B", and "T" Computing Seat Hardware	ACES Contractor	ACES Contractor
Purchased "B" Computing Seat and X-Build Hardware	ACES administered system: ACES Contractor Non-ACES administered system: Government	Government
Support Level 1 Software	ACES Contractor	ACES Contractor
Support Level 2 and 3 Software	ACES Contractor	Government
Housed Infrastructure Server Systems (Hardware and OS Operating System Software)	ACES Contractor	ACES Contractor
APC-Purchased Hardware	ACES Contractor	Government
APC-Purchased Software	ACES Contractor	Government
<b>Software Transferred from ODIN Contract</b>		
Standard Load Software	ACES Contractor	ACES Contractor
Software Purchased from ODIN Catalog	ACES Contractor	ACES Contractor
Infrastructure Server Software	ACES Contractor	ACES Contractor

(End of clause)

## **5.11 DELIVERY OF NEW ASSETS**

The Contractor shall implement Option B for asset transition (delivery of new assets). The Contractor shall deliver new assets in accordance with the following requirements:

- (a) The assets shall be certifiable as new and meet NASA-STD-2805x and NASA-STD-2804x requirements.
- (b) The new assets shall replace existing ODIN assets, be made operational in a manner consistent with Section 3.5, *Technology Refresh*, and with installation completed during the phase-in period and before the implementation date for each Wave.
- (c) Government mission needs shall be assured and take precedence in replacement actions.
- (d) Coordinate with the Government, current ODIN Contractor, I3P Contractors, and other Contractors to prevent service interruption during the phase-in period.
- (e) The Contractor shall provide at the start of the phase-in period a detailed plan to accomplish the replacement of existing assets and coordinate with the incumbent Contractor to remove those existing assets. As a minimum this plan shall include: (a) A week by week replacement schedule at the individual asset level; (b) A means to engage and address specific customer replacement requirements; (c) A means to address delays caused by Government mission requirements; and (d) Contingency plan in case all assets are not fully refreshed by the start of contract implementation.
- (f) Include an exception process to allow retainage of existing assets when mission critical resources require it.
- (g) The Contractor shall refresh multi-functional devices (MFDs) during the phase-in period.
- (h) The Contractor shall have the ability to request the ODIN enterprise software licenses be transferred at no cost. The Contractor shall accept existing hardware and software obtained through ODIN catalog purchases (e.g., peripherals and internal augmentations) at no cost. The Contractor shall be responsible for retaining any existing OEM warranties until their expiration. The ACES Contractor be responsible for tagging and tracking the equipment, as well as disposing of it at the end of its useful life.

(End of clause)

## **6.0 SPECIAL CONTRACT REQUIREMENTS**

### **6.1 ASSOCIATE CONTRACTOR AGREEMENTS (ACA)**

- (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 I<sup>3</sup>P 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:

Contract	Services	Contractor	I <sup>3</sup> P	Other
Enterprise Applications Service Technologies (EAST)	Business and engineering applications	Science Applications International Corporation (SAIC)	X	
NASA Integrated Communications Services (NICS)	Communication services	Science Applications International Corporation (SAIC)	X	
Web Service Technologies (WEST)	NASA Web portal	TBD	X	
Security Operations Center (SOC)	IT Security services	Perot Systems		X
NASA Shared Services Center (NSSC)	Enterprise Service Desk, NASA Enterprise Service Ordering System	CSC		X
Mission Voice Services	Voice transmission services	Frequentis USA		X
NASA Agency-wide Switched Voice, Out-of-Band Access Circuits, and Tail Circuits (Networx)	Circuits	AT&T Corp. (tail circuits only) Qwest Government Services, Inc.		X
NASA Agency-wide Conferencing Telecommunications Services (Networx)	Circuits	Verizon Business		X
NASA Agency-wide Core and Regional Circuits (Networx)	Circuits	Qwest Government Services, Inc. (dba Century Link)		X
NASA Agency-wide Mission Network Services (Networx)	Circuits	Qwest Government Services, Inc. (dba Century Link)		X

\*\*\*\*Denotes I<sup>3</sup>P procurement and center-specific contractors\*\*\*\*

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

Contract	Services	Contractor
Ames Research Center		
Ames Consolidated Information Technology Services 2 (ACITS 2) - NNA08AF13C	General system administration support for commodity IT services	Perot Systems
NASA Supercomputing Support Services (NS3) - NNA07CA29C	Supercomputing IT support and 24x7 tier-1 response to IT security events	Computer Sciences Corporation
Agency Incident Response and Monitoring - W912HZ-05-D-0015 / NNA07CA42T	NASA IT Security Tier-2 analysis, monitoring, and detection	EYAK Technology LLC
Dryden Flight Research Center		
Research Facilities & Engineering Support Services (RF&ESS) - NAS4-00047	Research facilities and engineering support services	Arcata Associates, Inc.
Engineering & Technical Support for Flight Research & Development – NND08RR01B	Engineering and technical support for flight research & development	TYBRIN Corporation
Facilities Maintenance, Grounds Maintenance, & Custodial Services – NND07FA01C	Facilities maintenance, grounds maintenance, and custodial services	PRIDE Industries
Logistics Support Services – NND04AB26C	Logistics	Scientific & Commercial Systems Corporation
Security & Protective Services – NND04AC17C	Security and protective services	Wackenhut Services, Inc.
Glenn Research Center		
Facility Operation Repair Maintenance (FORM Contract) – NNC07BA04B	Maintenance and operation of institutional facilities (buildings and systems)	Call Henry, Inc.
Professional, Administrative, Computational & Engineering (PACE III) – NNC08BA09B	Professional, administrative, computational & engineering services in support of Information Technology requirements.	DB Consulting, Inc.

<b>Goddard Space Flight Center</b>		
Maintenance and Operations of the Interconnect Telecommunications System (ITS)	Provisioning Fiber for Corporate Network Infrastructure	Seimens
Goddard Unified Enterprise Services & Technology (GUEST)	Enterprise Call Center Services; Data Center Service; Application Development Services IT Security Services	ASRC Primus
<b>NASA Headquarters</b>		
Facilities Maintenance Contract	Facility infrastructure	Arranged through HQ Civil Servant service owner
Logistics Contract	Logistics, and loading dock services	Trax
Protective Services	Physical Security	SecTec
HQ Locally Provisioned Services	HQ IT related services that are not elements of I <sup>3</sup> P	TBD
<b>Johnson Space Center</b>		
JSC Enabling Technology Services (JETS)	IT Security, system administration, network monitoring	Muniz Engineering
Facilities Maintenance Contract (NNJ08JA01C)	Physical security, facility infrastructure, power	CSC
Logistics Contract (NNJ08JA01C)	Logistics	L&M Technologies
<b>Kennedy Space Center</b>		
Institutional Support Contract (ISC)	Facility infrastructure operations, engineering & support (including power, HVAC, and transportation)	EG&G Technical Services
Information Management & Communications Support (IMCS)	All communications and IT security services not specifically identified in the NICS contract or other I <sup>3</sup> P contracts for KSC performance	Abacus Technologies
KSC Institution Support Services (KISS)	Mail services, technical training, photocopy/reproduction services	REDE/Critique, JV
Space Program Operations Contract (SPOC)	Facility infrastructure operations, engineering & support (including Power, & HVAC) in selected KSC	United Space Alliance (USA)

	facilities	
Expendable Launch Vehicle Integrated Support (ELVIS) Contract	Acquisition and management of Expendable Launch Vehicle (ELV) launch services	Analex Corporation
Langley Research Center		
Consolidated Information Technology Services (CONITS)	IT security, system administration, network monitoring	Raytheon Technical Services
Research Operations, Maintenance, and Engineering (ROME)	Facility Operations, Engineering Maintenance & Utilities	Jacobs Technology
Consolidated Logistics, Administrative, and Scientific Information Contract (CLASIC)	Logistics, Administrative Support and Media Services	Tessada & Associates, Inc.
Security Services	Physical Security	Computer Sciences Corporation (CSC) Applied Technology Division
Marshall Space Flight Center		
Center Operations Support Services (COSS)		EG&G
Logistics Services Contract	Center logistical services including moves	EG&G
Michoud Assembly Facility Manufacturing Support	MAF Facility operations	Jacobs Technology
MSFC Information Technology Services (MITS)	IT Security, IT Planning, Policy, Architecture & Integration, telecommunications services, applications and web services, computing services, and AV information services	Dynetics
NASA Shared Services Center		
NSSC Service Provider Contract (NNX05AA01C)	IT Security, System Administration	CSC
Stennis Space Center		
Facility and Operating Support Contract (FOSC)		Jacobs Technology
Information Technology Services		Computer Science Corporation

(End of Clause)

**6.2 52.204-2 SECURITY REQUIREMENTS (AUG 1996)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(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 "Top 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 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

**6.5 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 Technical Monitor (CTM), 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) CT Ms 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)

#### **6.6 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (OCTOBER 2009) (DEVIATION)**

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

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, 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: [www.nasa.gov/offices/ocio/itsecurity/index.html](http://www.nasa.gov/offices/ocio/itsecurity/index.html). For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

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

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

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

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

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

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

(End of clause)

**6.7 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

**6.8 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of  
clause)

**6.9 1852.215-84 OMBUDSMAN (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

Rebecca S. Dubuisson  
NASA Shared Services Center  
Building 5100  
Stennis Space Center, MS 39529-6000  
Phone: 228-813-6019  
Fax: 228-813-6002  
Email: Rebecca.S.Dubuisson@NASA.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

**6.10 52.222-54. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

(a) Definitions. As used in this clause-

“Commercially available off-the-shelf (COTS) item”-

(1) Means any item of supply that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in

which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes

supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for-

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

## **6.11 1852.223-70 SAFETY AND HEALTH (APR 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce

(including Contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses,



with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

**6.12 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) -- ALT I (FEB 2006)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including Contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the

contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

### **6.13 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

### **6.14 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to-

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on

individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

#### **6.15 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)

#### **6.16 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If

occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$50,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

#### **6.17 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

#### **6.18 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under

this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized



use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

**6.19 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALT I (SEP 1989) -- ALT II (OCT 2000)**

(a) The on-site Government personnel observe the following holidays:

- |                  |                                    |
|------------------|------------------------------------|
| New Year's Day   | Martin Luther King, Jr.'s Birthday |
| President's Day  | Memorial Day                       |
| Independence Day | Labor Day                          |
| Columbus Day     | Veterans Day                       |

Thanksgiving Day                      Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude payment for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence have already been calculated in the firm-fixed-price of this contract and a request for equitable adjustment for salaries and wages will not be considered by the Government.

(End of clause)

#### **6.20 1852.243-71 SHARED SAVINGS (MAR 1997)**

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Cost savings, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Covered contract - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) Contractor implementation costs - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) Government costs - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before

implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers

responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(End of clause)

#### **6.21 REPEATED EQUIPMENT FAILURE PLAN**

For any system or component procured through the ESRS, that repeatedly fails (three or more times) due to a specific hardware-related problem, the Contractor shall replace the failing hardware in lieu of repair, at no additional cost, and remove the failed item from service. The Contractor shall provide a monthly report stating the number of hardware replacements made within a given month.

(End of clause)

#### **6.22 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 users that have an ACES Computing seat, the Contractor shall participate with CAP in identifying products that meet the users' needs and ensure they are compatible with their ACES seats. CAP shall acquire and deliver the products to the user, or, if preferred, the ACES Contractor.
- b.) If the service is ordered from the ACES catalog, the Contractor shall install and setup the products on the user's seat. This includes making software changes to accommodate the CAP products.
- c.) The CAP products will be considered Government furnished property under the ACES contract. The Contractor shall manage the CAP products in the same manner as other Government furnished property under their contract.
- d.) The Contractor shall be responsible for any necessary registering of the assistive technology after it is installed on the user's seat.
- e.) If maintenance support service is ordered from the ACES catalog, the Contractor shall also be responsible for all maintenance and repair of the CAP product. However, this does not include replacement due to breakage or incompatibility with subsequent ACES technology. Replacement products will be obtained through the CAP.
- f.) CAP will be responsible for any needed user training.

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

(End of clause)

### **6.23 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 or services 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)

### **6.24 STANDARDIZATION INCENTIVES**

The Contractor shall provide a standardization incentive of **0%** discount to the monthly unit price of an "M" Computing seat when the Agency standardizes upon any Service Option. This incentive discount shall apply only to the "M" Computing seat if NASA chooses to consolidate a service with multiple Service Options to one Service Option. The incentive can be initiated at any time during the life of the contract.

(End of clause)

### **6.25 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

(a) *Definitions.* As used in this clause—

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

(End of clause)

#### **6.26 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (i) Major group code 10 (except 1011, 1081, and 1094.
- (ii) Major group code 12 (except 1241).
- (iii) Major group codes 20 through 39.



- (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt—

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall—

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall—

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

**6.27 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

(End of clause)

**6.28 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

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

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements 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.

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

(End of clause)

**6.29 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)**

(a) OCI Plan. The Contractor's Organizational Conflict of Interest (OCI) Plan is hereby 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)

### **6.30 UNPLANNED SCHEDULE DELAY**

(a) The planned Phase-In Period allocated for each wave is six months, in accordance with Attachment I-14, *Phase-In Schedule*.

(b) In the event that the Wave 1 Phase-In Start date is delayed less than two months, the Wave 1 Implementation date will remain as indicated in Attachment I-14, *Phase-In Schedule*.

(c) In the event that the Wave 1 Phase-In Start date is delayed beyond two months, the Wave 1 and Wave 2 Phase-Ins shall occur concurrently.

(d) No "Wave" Phase-In Start date will begin any later than 09/01/11.

(e) So long as the Phase-In start dates are not delayed beyond 09/01/11, prices (reference Attachment I-9, *CLIN Pricing*) shall remain unchanged.

(End of clause)

### **6.31 52.227-14 RIGHTS IN DATA--GENERAL. (Dec 2007)**

(a) Definitions. As used in this clause—  
"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation. "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to

reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall

have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

### **6.32 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)**

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—



- (i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (iii) Reproduced for safekeeping (archives) or backup purposes;
- (iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;
- (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and
- (vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract: Notice-Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No.           to be inserted upon contract award          .

(End of clause)

### **6.33 1852.225-74. Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China**

As prescribed in paragraph four of this PIC, the contracting officer shall insert a clause substantially the same as the following clause:

#### **NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)**

(a) Definitions –

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

“Entity owned, directed or subsidized by the People's Republic of China” means any organization incorporated under the laws of the People's Republic of China.

“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. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology 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 information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) 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) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer's company name and address;

(d) The Contracting Officer will provide the list referenced in paragraph (b) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

**7.0 SMALL BUSINESS REQUIREMENTS**

**7.1 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS**

(a) In accordance with FAR 19.1202-4(a), SDB subcontracting targets shall be incorporated in the Contract. Targets for this contract are as follows:

\*NAICS Industry Subsectors Dollar Target Percent of Contract Value

<b>NASA ACES Small Disadvantaged Business Participation – Contracting Targets</b>		
<b>NAICS Industry Subsectors</b>	<b>Dollar Target</b>	<b>Percent of Contract Value</b>
423430	██████████	██████████
541519	██████████	██████████
611310	██████████	██████████
541512	██████████	██████████
541712	██████████	██████████
<b>Total</b>	██████████	██████████

\*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)

(b) FAR 19.1202-4(b) requires that SDB concerns specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

Name & Address of SDB Concern(s):

<b>SDB Partner Company Name and Address</b>	
<b>Aerodyne Industries</b>	16120 US 1 North, Suite 151, Clearwater FL 33764
<b>Anadarko Industries, LLC</b>	17625 El Camino Real, Suite 410, Houston TX 77058
<b>ASRC Aerospace Corporation</b>	6303 Ivy Lane, Greenbelt, MD 20770
<b>Barrister Global Services Network</b>	42548 Happywoods Road, Hammond, LA 70403
<b>Chugach Systems Integration</b>	3800 Centerpoint Drive, Suite 601, Anchorage, AK 99503
<b>Dav Lear Systems, Inc</b>	556 N. Diamond Bar Blvd., #302, Diamond Bar, CA 91765
<b>Dev Technology Group</b>	1984 Isaac Newton Square West, Suite 302, Reston, VA 20190
<b>DME Products and Systems, Inc</b>	47704 Hool Street, Honokaa, HI 96727
<b>EmagineIT, Inc</b>	1425 K Street, NW Suite 350, Washington, DC 20005
<b>GTI Federal</b>	340 W Patrick Street, Frederick, MD 21701
<b>Jackson State University</b>	P.O. Box 17098, 1400 J.R. Lynch Street, Jackson, MS 39217
<b>TechOpps, Inc</b>	3017 Courthouse Road, Mitchellville, MD 20721

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB the target for the work it intends to perform as the prime Contractor is as follows:

\*NAICS Industry

<u>Subsectors</u>	<u>Dollars</u>	<u>Percent of Contract Value</u>
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N/A to HP Enterprise Services, LLC

(End of clause)

**7.2 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JULY 2005)**

(a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) Reserved

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the Offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

N/A to HP Enterprise Services, LLC

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

### 7.3 **Reserved**

(End of clause)

### 7.4 **1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern

that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

“Women-owned small business concern,” as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA’s procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**8.0 LIST OF ATTACHMENTS**

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