

## **Disclaimer**

The sections included in this document are provided for **planning purposes only** and do not commit the Government to any subsequent Solicitation or Contract Award. This Sample Contract is provided to potential Offerors for review and consideration and is provided in an effort to streamline the acquisition process. Clauses included in the sections below are intended to comply with the FAR, NASA FAR Supplement, and NASA Center (GSFC) appropriate regulations, as of September 8, 2021. Applicability of these clauses are based on several assumptions summarized below. These assumptions were considered for the purpose of developing this Sample Contract only; however, these assumptions are subject to change and do not indicate that any Solicitation or Contract Award will be made based upon them.

### **Sample Contract Assumptions:**

- Award being made to a non-profit organization or University
- Firm Fixed Price
- Phase A only
- Value approximately \$250K – \$1M (actual contracts will reflect the amount agreed to upon award)
- All performance occurring at the Contractor site
- No Government Furnished Property being issued

Certain portions of this Sample Contract have been **highlighted** to clearly indicate that it is something which the Government anticipates will either change, is to be determined (TBD), or is contingent based upon a variable (such as award value).

The following notes are provided to supplement certain **highlighted** items in the sections below:

- Section H2: Contingent upon value of award exceeding \$750,000
- FAR 52.215-15: Contingent upon if pre-award costs are allowed
- FAR 52.215-18: Contingent upon if pre-award costs are allowed
- FAR 52.215-19: Contingent upon if pre-award costs are allowed
- FAR 52.219-9: Contingent upon value of award exceeding \$750,000
- FAR 52.219-16: Contingent upon award including FAR 52.219-9
- FAR 52.242-5: Contingent upon award including FAR 52.219-9
- GSFC 1852.219-75: Contingent upon award including FAR 52.219-9

Reviewers are encouraged to thoroughly review this document and provide feedback, questions, comments, or any concerns to the following:

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**SECTION B 80GSFC22CXXXX**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 GSFC 1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The total firm fixed price of this contract is **\$TBD.**

(End of Clause)

**B.2 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (SEP 2017)**

The Contractor shall provide all resources (except as may be expressly stated in the contract) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A.

**[Table below includes EXAMPLES only]**

| Item | Description                                                    | Reference                                   | Schedule                                        | Delivery Method/Addressee(s)                |
|------|----------------------------------------------------------------|---------------------------------------------|-------------------------------------------------|---------------------------------------------|
| 1    | Services and Deliverables in accordance with Attachment A, SOW | TBD                                         | As Defined in Attachment A, SOW                 | As Defined in Attachment A, SOW Section TBD |
| 2    | Phase A Instrument Monthly Report (IMR)                        | Section H<br>NFS 1852.235-74                | As Required by NFS<br>1852.235-74               | Electronic Format/TBD                       |
| 3    | Contract Historical Data                                       | Section C<br>GSFC 52.211-91<br>Attachment A | 30 Days after<br>Contracting Officer<br>Request | Electronic Format/TBD                       |
| 4    | Preliminary Schedule                                           | Attachment A,<br>SOW Section<br>TBD         | As Defined in<br>Attachment A, SOW              | Electronic Format/TBD                       |
| 5    | Final Schedule                                                 | Attachment A,<br>SOW Section<br>TBD         | As Defined in<br>Attachment A, SOW              | Electronic Format/TBD                       |
| 6    | Preliminary Phase B/C/D/E Cost Update                          | Attachment A,<br>SOW Section<br>TBD         | As Defined in<br>Attachment A, SOW              | Electronic Format/TBD                       |
| 7    | Final Phase B/C/D/E Cost Update                                | Attachment TBD                              | As Defined in<br>Attachment A, SOW              | Electronic Format/TBD                       |
| 8    | Updates to the Phase B/C/D/E Plans                             | Attachment A,<br>SOW Section<br>TBD         | As Defined in<br>Attachment A, SOW              | Electronic Format/TBD                       |
| 9    | Updates to the Pricing Estimates                               | Attachment A,<br>SOW Section<br>TBD         | As Defined in<br>Attachment A, SOW              | Electronic Format /TBD                      |

| Item | Description                                               | Reference                     | Schedule                              | Delivery Method/Addressee(s) |
|------|-----------------------------------------------------------|-------------------------------|---------------------------------------|------------------------------|
| 10   | Phase B Implementation Requirements                       | Attachment A, SOW Section TBD | As Defined in Attachment A, SOW       | Electronic Format/TBD        |
| 11   | Organizational Conflicts of Interest (OCI) Avoidance Plan | Section I NFS 1852.237-72     | TBD                                   | Electronic Format/TBD        |
| 12   | IT Security Management Plan                               | Section I NFS 1852.204-76     | TBD                                   | Electronic Format/TBD        |
| 13   | Final Report                                              | Section H NFS 1852.235-73     | As Required in Clause NFS 1852.235-73 | Electronic Format/TBD        |

NOTE: Unless otherwise specified, "day" means "calendar day".

(End of Clause)

### **B.3 GSFC 52.232-99 DELIVERY PAYMENT SCHEDULE (FIXED PRICE) (SEP 2019)**

- (a) Subject to other limitations and conditions specified in this contract, delivery payments shall be made to the Contractor upon delivery and acceptance of the items described under paragraph (b). Contractor is authorized to invoice at the unit price indicated and up to the quantity stated.
- (b) The following payment schedule shall be used:

**[Payment Schedule will be monthly based upon acceptance of IMR]**

| Item No. | Description                     | Unit | Qty | Unit Price | Total Amount |
|----------|---------------------------------|------|-----|------------|--------------|
| 1        | Instrument Monthly Report (IMR) | TBD  | TBD | TBD        | TBD          |

- (c) The Contractor may submit requests for payment not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all delivery - payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled.
- (d) The Contractor shall not be entitled to payment of a request for delivery payment prior to successful accomplishment and acceptance of the item by the Government. The Contracting Officer shall determine whether the item for which payment is requested has been successfully accomplished and accepted by the Government in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the acceptable performance of the services provided or supplies delivered.

(End of Clause)

**SECTION C OF 80GSFC22CXXX**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 GSFC 52.211-91 SCOPE OF WORK (FEB 2016)**

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the Supplies and/or Services To Be Provided clause of this contract in accordance with the Statement of Work listed in Section J, Attachment A.

(End of Clause)

**C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)**

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following:

**NONE IN PHASE A**

(End of Clause)

**C.3 GSFC 52.235-91 REPORTS OF WORK (CORE) (AUG 2013)**

- (a) Monthly progress reports. The Contractor shall submit monthly progress reports (Instrument Monthly Reports) of all work accomplished during each month of contract performance. Reports shall address the accomplishments and progress of all work performed the month being reported. The report shall be in narrative form and brief in content. The report shall include a description of technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.
- (b) Final Report. The Contractor shall submit a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(c) Submission. The Contractor shall submit the reports required by this clause as follows:

| <b>Copies</b> | <b>Report Type</b> | <b>Addressee</b>                           | <b>Mail Code</b> |
|---------------|--------------------|--------------------------------------------|------------------|
| 1             | M,F                | Contracting Officer (CO)                   | 210              |
| 1             | M,F                | Contracting Officer's Representative (COR) | 465              |

[M=Monthly Report, F=Final Report]

(d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report shall be submitted within 30 days after completion of the contract.

(End of Clause)

**SECTION E OF 80GSFC22CXXXX**  
**INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)**

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-

- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-
- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

(End of Clause)

## **E.2 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013)**

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

| <b>Deliverable Item No.</b>    | <b>Location</b> | <b>Authorized Representative</b> |
|--------------------------------|-----------------|----------------------------------|
| Clause B.1, Items 1,2,4-15, 18 | NASA/GSFC       | NAME/COR                         |
| Clause B.1, 1-3, 12, 16-18     | NASA/GSFC       | NAME/CO                          |

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 7th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of Clause)

## **E.3 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of Clause)

**SECTION F OF 80GSFC22CXXX  
DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCLUDED BY REFERENCE**

**FAR 52.242-15 STOP-WORK ORDER (AUG 1989)  
FAR 52.247-34 F.O.B DESTINATION (NOV 1991)**

**FULL TEXT CLAUSES**

**F.2 GSFC 52.217-92 PERIOD OF PERFORMANCE (JAN 2014)**

The period of performance of this contract shall be from contract award through the end of Phase A (anticipated to be TBD).

(End of Clause)

**SECTION G OF 80GSFC22CXXXX**  
**CONTRACT ADMINISTRATION DATA**

**FULL TEXT CLAUSES**

**G.1 GSFC 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT (APR 2018)**

- (a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.
- (b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- (c) *Payment Requests.*
  - (1) The payment periods are stipulated in the payment clause(s) contained in this contract.
  - (2) Vouchers submitted under cost type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:
    - (i) *Vouchers.*
      - (A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.
      - (B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.
      - (C) Indirect rate(s) used to calculate the amount of billed indirect expenses.
      - (D) Progress reports, as required.
    - (ii) *Invoices.*
      - (A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.
      - (B) Progress reports, as required.
      - (C) Date goods and services were performed.
    - (iii) *Fee vouchers.*
      - (A) Listing of all provisionally-billed fee by period or date earned since contract award.

(B) A reconciliation of all billed and earned fee.

(C) A clear explanation of the fee calculations.

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

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

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

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

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

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

(End of Clause)

**SECTION H OF 80GSFC22CXXX**  
**SPECIAL CONTRACT REQUIREMENTS**

**FULL TEXT CLAUSES**

**H.1 GSFC 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 onsite at any Government 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)

**H.2 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (NOV 2016)**

**(a) Subcontracting Plan (Contractor)**

FAR clause 52.219 9, "Small Business Subcontracting Plan", is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

**(b) Subcontracting Plan (Subcontractors)**

In accordance with FAR clause 52.219-9 Small Business Subcontracting Plan, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

**(c) Individual Subcontract Reports (ISRs)**

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final ISR must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

#### (d) Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the eSRS, available at <http://esrs.gov> and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve-month period ending September 30.

#### (e) Subcontractor Reporting

FAR clause 52.219.99 Small Business Subcontracting Plan requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of Clause)

### **H.3 GSFC 52.227-99 RIGHTS IN DATA (NOV 2018)**

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA GENERAL – Alternate II and Alternate III, as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA – SPECIAL WORKS, if applicable, and GSFC 52.227-93.

(End of Clause)

**SECTION I OF 80GSFC22CXXX**  
**CONTRACT CLAUSES**

**I.1 CLAUSES INCLUDED BY REFERENCE**

**FAR 52.202-1 DEFINITIONS (JUN 2020)**  
**FAR 52.203-3 GRATUITIES (APR 1984)**  
**FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**  
**FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)**  
**FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**  
**FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**  
**FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**  
**FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)**  
**FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)**  
**FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**  
**FAR 52.204-4 PRINTED OR COPIED DOULE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**  
**FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**  
**FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**  
**FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)**  
**FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**  
**FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)**  
**FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)**  
**FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)**  
**FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)**  
**FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**  
**FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**  
**FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**  
**FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**  
**FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE**

**SMALL BUSINESS CONCERNS (DEVIATION) (MAR 2020)**  
**FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**  
**FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)**  
**FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)**  
**FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (NOV 2020)**  
**FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**  
**FAR 52.222-3 CONVICT LABOR (JUN 2003)**  
**FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**  
**FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**  
**FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**  
**FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**  
**FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)**  
**FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**  
**FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**  
**FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)**  
**FAR 52.225-1 BUY AMERICAN – SUPPLIES (JAN 2021)**  
**FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)**  
**FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)**  
**FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)**  
**FAR 52.227-14 RIGHTS IN DATA – GENERAL – ALTERNATE IV (DEC 2007)**  
**FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**  
**FAR 52.232-1 PAYMENTS (APR 1984)**  
**FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**  
**FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**  
**FAR 52.232-11 EXTRAS (APR 1984)**  
**FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**  
**FAR 52.232-25 PROMPT PAYMENT (JAN 2017)**  
**FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**  
**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**  
**FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (APR 2021)**  
**FAR 52.233-1 DISPUTES (MAY 2014) – ALTERNATE I (DEC 1991)**  
**FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**  
**FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**  
**FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)**  
**FAR 52.242-13 BANKRUPTCY (JUL 1995)**  
**FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2021)**  
**GSFC 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)**  
**GSFC 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED**

**INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)**  
**GSFC 1852.215-84 OMBUDSMAN (NOV 2011)**  
**GSFC 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)**  
**GSFC 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)**  
**GSFC 1852.235-70 CENTER FOR AEROSPACE INFORMATION (JUN 2005)**  
**GSFC 1852.227-14 RIGHTS IN DATA – GENERAL – ALTERNATE IV (DEC 2007)**  
**GSFC 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**  
**GSFC 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

## **FULL TEXT CLAUSES**

### **I.2 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.

- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

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

(End of Clause)

### **I.3 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
  - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to

prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of Clause)

#### **I.4 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

#### **I.5 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## **I.6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

For Federal Acquisition Regulation (FAR) clauses, see  
<https://www.acquisition.gov/browse/index/far>

For NASA FAR Supplement (NFS) clauses, see  
<http://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

(End of Clause)

**SECTION J OF 80GSFC22CXXXX**  
**LIST OF ATTACHMENTS**

**J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (FEB 2016)**

The following documents are attached hereto and made a part of this contract:

| <b>Attachments</b> | <b>Description</b>                                 | <b>Date</b> |
|--------------------|----------------------------------------------------|-------------|
| A                  | Statement of Work (SOW)                            | TBD         |
| B                  | IT Security Plan                                   | TBD         |
| C                  | IT Security Applicable Documents List              | TBD         |
| D                  | Organizational Conflict of Interest Avoidance Plan | TBD         |

(End of Clause)