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**SECTION I  
CONTRACT CLAUSES**

**I.1 CLAUSES INCORPORATED BY REFERENCE:**

FEDERAL ACQUISITION REGULATION CLAUSES (FAR) (48 CFR CHAPTER 1)

FAR CLAUSE	TITLE	DATE
52.202-1	<i>Definitions</i>	NOV 2013
52.203-3	<i>Gratuities</i>	APR 1984
52.203-5	<i>Covenant Against Contingent Fees</i>	MAY 2014
52.203-6	<i>Restrictions on Subcontractor Sales to the Government</i>	SEP 2006
52.203-7	<i>Anti-Kickback Procedures</i>	MAY 2014
52.203-8	<i>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</i>	MAY 2014
52.203-10	<i>Price or Fee Adjustment for Illegal or Improper Activity</i>	MAY 2014
52.203-12	<i>Limitation on Payments to Influence Certain Federal Transactions</i>	OCT 2010
52.203-13	<i>Contractor Code of Business Ethics and Conduct</i>	APR 2010
52.203-14	<i>Display of Hotline Poster(s)</i> (i) Posters may be obtained from <a href="http://oig.nasa.gov/hotline.html">http://oig.nasa.gov/hotline.html</a> or Write: NASA Office of Inspector General, Code 23089, L'Enfant Plaza Station, Washington DC, 20026. NASA OIG Cyberhotline: 1-800-424-9183	DEC 2007
52.203-16	<i>Preventing Personal Conflicts of Interest</i>	DEC 2011
52.203-17	<i>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights</i>	APR 2014
52.204-2	<i>Security Requirements</i>	AUG 1996
52.204-4	<i>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper</i>	MAY 2011
52.204-9	<i>Personal Identity Verification of Contractor Personnel</i>	JAN 2011
52.204-10	<i>Reporting Executive Compensation and First-Tier Subcontract Awards</i>	JUL 2013
52.204-12	<i>Data Universal Numbering System Number Maintenance</i>	DEC 2012
52.204-14	<i>Service Contract Reporting Requirements</i>	JAN 2014
52.204-15	<i>Service Contract Reporting Requirements for Indefinite-Delivery Contracts</i>	JAN 2014
52.209-6	<i>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</i>	AUG 2013
52.209-9	<i>Updates of Publicly Available Information Regarding Responsibility Matters</i>	JUL 2013
52.209-10	<i>Prohibition on Contracting With Inverted Domestic Corporations</i>	DEC 2014

<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.210-1	<i>Market Research</i>	APR 2011
52.215-2	<i>Audit and Records - Negotiation</i>	OCT 2010
52.215-8	<i>Order of Precedence - Uniform Contract Format</i>	OCT 1997
52.215-11	<i>Price Reduction for Defective Certified Cost or Pricing Data - Modifications</i>	AUG 2011
52.215-13	<i>Subcontractor Certified Cost or Pricing Data - Modifications</i>	OCT 2010
52.215-14	<i>Integrity of Unit Prices</i>	OCT 2010
52.215-15	<i>Pension Adjustments and Asset Reversions</i>	OCT 2010
52.215-17	<i>Waiver of Facilities Capital Cost of Money</i>	OCT 1997
52.215-18	<i>Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions</i>	JUL 2005
52.215-21	<i>Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data – Modifications</i>	OCT 2010
52.215-23	<i>Limitations on Pass-Through Charges</i>	OCT 2009
52.216-7	<i>Allowable Cost and Payment</i> FILL-IN “30th day”.	JUN 2013
52.217-8	<i>Option to Extend Services</i> FILL-IN “30 days”	NOV 1999
52.219-8	<i>Utilization of Small Business Concerns</i>	OCT 2014
52.219-9	<i>Small Business Subcontracting Plan Alternate II</i>	OCT 2014
52.219-16	<i>Liquidated Damages Subcontracting Plan</i>	JAN 1999
52.219-28	<i>Post-Award Small Business Program Representation</i>	JUL 2013
52.222-1	<i>Notice to the Government of Labor Disputes</i>	FEB 1997
52.222-3	<i>Convict Labor</i>	JUN 2003
52.222-4	<i>Contract Work Hours and Safety Standards Act - Overtime Compensation</i>	MAY 2014
52.222-17	<i>No displacement of Qualified Workers</i>	MAY 2014
52.222-19	<i>Child Labor-Cooperation With Authorities and Remedies</i>	JAN 2014
52.222-21	<i>Prohibition of Segregated Facilities</i>	FEB 1999
52.222-26	<i>Equal Opportunity</i>	MAR 2007
52.222-35	<i>Equal Opportunity for Veterans</i>	JUL 2014
52.222-36	<i>Affirmative Action for Workers with Disabilities</i>	JUL 2014
52.222-37	<i>Employment Reports on Veterans</i>	JUL 2014
52.222-40	<i>Notification of Employee Rights Under the National Labor Relations Act</i>	DEC 2010
52.222-41	<i>Service Contract Labor Standards</i>	MAY 2014
52.222-50	<i>Combating Trafficking in Persons</i>	FEB 2009
52.222-54	<i>Employment Eligibility Verification</i>	AUG 2013
52.222-99	<i>Establishing a Minimum Wage for Contractors (Deviation)</i>	JUN 2014
52.223-2	<i>Affirmative Procurement of Bio based Products Under Service and Construction Contracts</i>	SEP 2013
52.223-5	<i>Pollution Prevention and Right-to-Know Information</i>	MAY 2011
52.223-6	<i>Drug-Free Workplace</i>	MAY 2001

<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.223-10	<i>Waste Reduction Program</i>	MAY 2011
52.223-15	<i>Energy Efficiency in Energy-Consuming Products</i>	DEC 2007
52.223-16	<i>Acquisition of EPEAT-Registered Personal Computer Products</i>	JUN 2014
52.223-17	<i>Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts</i>	MAY 2008
52.223-18	<i>Encouraging Contractor Policies to Ban Text Messaging While Driving</i>	AUG 2011
52.223-19	<i>Compliance with Environmental Management Systems</i>	MAY 2011
52.224-1	<i>Privacy Act Notification</i>	APR 1984
52.224-2	<i>Privacy Act</i>	APR 1984
52.225-1	<i>Buy American Act - Supplies</i>	MAY 2014
52.225-2	<i>Buy American Certificate</i>	MAY 2014
52.225-13	<i>Restrictions on Certain Foreign Purchases</i>	JUN 2008
52.227-1	<i>Authorization and Consent</i>	DEC 2007
52.227-2	<i>Notice and Assistance Regarding Patent and Copyright Infringement</i>	DEC 2007
52.227-3	<i>Patent Indemnity</i>	APR 1984
52.227-11	<i>Patent Rights – Ownership by the Contractor Alternate IV as Modified by NFS 1852.227-11</i>	MAY 2014 JUN 1989
52.227-14	<i>Rights in Data--General As Modified by NFS 1852.227-14</i>	MAY 2014
52.227-19	<i>Commercial Computer Software License</i>	DEC 2007
52.228-7	<i>Insurance - Liability to Third Persons</i>	MAR 1996
52.230-2	<i>Cost Accounting Standards</i>	MAY 2014
52.230-6	<i>Administration of Cost Accounting Standards</i>	JUN 2010
52.232-9	<i>Limitation on Withholding of Payments</i>	APR 1984
52.232-17	<i>Interest</i>	MAY 2014
52.232-18	<i>Availability of Funds</i>	APR 1984
52.232-22	<i>Limitation of Funds</i>	APR 1984
52.232-23	<i>Assignment of Claims</i>	MAY 2014
52.232-25	<i>Prompt payment Alternate I</i>	JUL 2013 FEB 2002
52.232-33	<i>Payment by Electronic Funds Transfer – System for Award Management</i>	JUL 2013
52.232-39	<i>Unenforceability of Unauthorized Obligations</i>	JUN 2013
52.232.40	<i>Providing Accelerated Payments to Small Business Subcontractors</i>	DEC 2013
52.233-1	<i>Disputes Alternate I</i>	MAY 2014 DEC 1991
52.233-3	<i>Protest after Award Alternate I</i>	AUG 1996 JUN 1985
52.233-4	<i>Applicable Law for Breach of Contract Claim</i>	OCT 2004
52.237-2	<i>Protection of Government Buildings, Equipment, and Vegetation</i>	APR 1984

<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
52.237-3	<i>Continuity of Services</i>	JAN 1991
52.239-1	<i>Privacy or Security Safeguards</i>	AUG 1996
52.242-1	<i>Notice of Intent to Disallow Costs</i>	APR 1984
52.242-3	<i>Penalties for Unallowable Costs</i>	MAY 2014
52.242-4	<i>Certification of Final Indirect Costs</i>	JAN 1997
52.242-13	<i>Bankruptcy</i>	JUL 1995
52.243-2	<i>Changes - Cost-Reimbursement Alternate II</i>	AUG 1987 APR 1984
52.244-2	<i>Subcontracts</i>	OCT 2010
52.244-5	<i>Competition in Subcontracting</i>	DEC 1996
52.244-6	<i>Subcontracts for Commercial Items</i>	OCT 2014
52.245-1	<i>Government Property</i>	APR 2012
52.245-9	<i>Use and Charges</i>	APR 2012
52.246-25	<i>Limitation of Liability - Services</i>	FEB 1997
52.247-1	<i>Commercial Bill of Lading Notations</i>	FEB 2006
52.248-1	<i>Value Engineering</i>	OCT 2010
52.249-6	<i>Termination (Cost-Reimbursement)</i>	MAY 2004
52.249-14	<i>Excusable Delays</i>	APR 1984
52.251-1	<i>Government Supply Sources</i>	APR 2012
52.253-1	<i>Computer Generated Forms</i>	JAN 1991

NASA FAR SUPPLEMENT (NFS) CLAUSES (48 CFR CHAPTER 18)

<b>NFS CLAUS</b>	<b>TITLE</b>	<b>DATE</b>
1852.203-70	<i>Display of Inspector General Hotline Posters</i>	JUN 2001
1852.204-75	<i>Security Classification Requirements</i>	SEP 1989
1852.216-89	<i>Assignment and Release Forms</i>	JUL 1997
1852.219-74	<i>Use of Rural Area Small Businesses</i>	SEP 1990
1852.219-76	<i>NASA 8 Percent Goal</i>	JUL 1997
1852.219-77	<i>NASA Mentor-Protégé Program</i>	MAY 2009
1852.223-74	<i>Drug- and Alcohol-Free Workforce</i>	MAR 1996
1852.227-11	<i>Patent Rights – Retention by the Contractor (Short Form) “Modified FAR Clause”</i>	Undated
1852.227-14	<i>Rights In Data – General “Modified FAR Clause”</i>	Undated
1852.232-81	<i>Contract Funding</i>	JUN 1990
1852.237-70	<i>Emergency Evacuation Procedures</i>	DEC 1988
1852.237-72	<i>Access to Sensitive Information</i>	JUN 2005
1852.237-73	<i>Release of Sensitive Information</i>	JUN 2005
1852.242-78	<i>Emergency Medical Services and Evacuation</i>	APR 2001
1852.243-71	<i>Shared Savings</i>	MAR 1997

(End of Clause)

**I.2 APPROVAL OF CONTRACT (52.204-1) (Dec 1989)**

This contract is subject to the written approval of NASA CIO and shall not be binding until so approved.

(End of Clause)

**I.3 ORDERING (52.216-18) (1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Section I.12 and H.20.

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

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

(End of Clause)

**I.4 Order Limitations (52.216-19) (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000,000.00

(2) Any order for a combination of items in excess of \$25,000,000.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (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 5 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)

**I.5 Indefinite Quantity (52.216-22) (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 1/31/2024.

(End of Clause)

**I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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, and any Award Term Options shall not exceed 8 years.

(End of Clause)

**I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)  
(MAY 2014)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**NOTE:** This Statement is for Information Only: It is not a Wage Determination. Rates shown are equivalent rates and are often below the minimum rates required by the Service Contract Act. Refer to Attachment J-3, *Wage Determinations* for the appropriate minimum rates.

**Table I.3, Wage Grade**

Classification	SCA #	Grade/Step	Rate
<b>SERVICE CONTRACT ACT</b>			
General Clerk I	01111	GS-01	\$10.33
General Clerk II	01112	GS-02	\$11.51
General Clerk III	01113	GS-03	\$12.67
Secretary I	01311	GS-04	\$14.22
Secretary II	01312	GS-05	\$15.92
Secretary III	01313	GS-06	\$17.74

**B. Fringe Benefits (applicable to all classifications)**

- (1) Health and Insurance  
Life, accident and health insurance and sick leave program, 25 percent of basic hourly rate.
- (2) Holidays
  - (a) New Year's Day
  - (b) Martin Luther King's Birthday
  - (c) President's Birthday
  - (d) Memorial Day
  - (e) Independence Day
  - (f) Labor Day
  - (g) Columbus Day
  - (h) Veterans Day
  - (i) Thanksgiving Day
  - (j) Christmas Day

- (3) Vacation or Paid Leave
  - (a) 4 hours of annual leave each pay period for an employee with less than 3 years of service.
  - (b) 6 hours of annual leave each pay period for an employee with 3 but less than 15 years of service.
  - (c) 8 hours of annual leave each pay period for an employee with 15 or more years of service.
- (4) Retirement  
1-1/2 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.
- (5) Part time employees- Pro rata annual leave, sick leave, holidays, health insurance, and group life insurance benefits based on hours worked.
- (6) Sick Leave-
  - (a) Full time employees- 4 hours of sick leave for each full pay period
  - (b) Part time employees- 1 hour for each 20 hours in pay status

(End of Clause)

**I.8 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (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:

<http://www.acqnet.gov/far/>

For NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of Clause)

**I.9 Authorized Deviations in Clauses 52.252-6 (Apr 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR 18) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

**I.10 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION  
TECHNOLOGY RESOURCES (1852.204-76)(JAN 2011)**

(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 sub-contractors 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:

<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. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the 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 Web site 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. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1, *Security of Information Technology*, in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) 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)

#### **I.11 OMBUDSMAN (1852.215-84) (NOV 2011)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the pre-award and post-award 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 for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: <http://ombuds.hq.nasa.gov/contact.htm>. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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)

**I.12 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)**

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

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

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

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

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

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 10 calendar days after receipt of the task order.

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

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

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

(End of clause)

**I.13 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71)**  
**(DEVIATION - FEB 2012)**

- (a) Definition - “China” or “Chinese-owned Company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items.

If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

**I.14 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY**  
**SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE**  
**PEOPLE’S REPUBLIC OF CHINA (1852.225-74) (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 information referenced in paragraph (c) 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)

**I.15 ACCESS TO SENSITIVE INFORMATION (1852.237-72)(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 Mitigation 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)

**I.16 RELEASE OF SENSITIVE INFORMATION (1852.237-73)(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:

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. 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 Mitigation 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)

**I.17 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS INCORPORATED BY REFERENCE (MSFC 52.252-90)(FEB 2001)**

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of Clause)

**I.18 MINIMUM AND MAXIMUM ORDER 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 are specified below:

- (1) The minimum value for the entire potential period of performance of the contract (eight years) is \$1,000,000.
- (2) The maximum value for the entire potential period of performance of the contract (eight years) is \$100,000,000.

(End of clause)

**I.19 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (1852.203-71)(AUG 2014)**

1803.900 Scope of subpart.

This subpart applies to NASA instead of FAR subpart 3.9.

(a) This subpart implements 10 U.S.C. 2409 as amended by section 846 of the National Defense Authorization Act for Fiscal Year 2008 (Pub. L. 110-181), section 842 of the National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417), and section 827 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

(b) This subpart does not apply to any element of the intelligence community, as defined in 50 U.S.C. 3003(4). This subpart does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure--

- (1) Relates to an activity or an element of the intelligence community; or
- (2) Was discovered during contract or subcontract services provided to an element of the intelligence community.

1803.901 Definition.

Abuse of authority, as used in this subpart, means an arbitrary and capricious exercise of authority that is inconsistent with the mission of NASA or the successful performance of a NASA contract.

1803.903 Policy.

(a) Policy. 10 U.S.C. 2409 prohibits contractors or subcontractors from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this section, information that the employee reasonably believes is

evidence of gross mismanagement of a NASA contract, a gross waste of NASA funds, an abuse of authority relating to a NASA contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a NASA contract (including the competition for or negotiation of a contract). Such reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made:

- (1) A Member of Congress or a representative of a committee of Congress.
- (2) The NASA Inspector General or any other Inspector General that has oversight over contracts awarded by or on behalf of NASA.
- (3) The Government Accountability Office.
- (4) A NASA employee responsible for contract oversight or management.
- (5) An authorized official of the Department of Justice or other law enforcement agency.
- (6) A court or grand jury.
- (7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) Disclosure clarified. An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a NASA contract shall be deemed to have made a disclosure.

(d) Contracting officer actions. A contracting officer who receives a complaint of reprisal of the type described in paragraph (a) of this section shall forward it to legal counsel and to the NASA Inspector General.

#### 1803.904 Procedures for filing complaints.

(a) Any employee of a contractor or subcontractor who believes that he or she has been discharged, demoted, or otherwise discriminated against contrary to the policy in 1803.903 may file a complaint with the Inspector General of NASA.

(b) A complaint may not be brought under this section more than three years after the date on which the alleged reprisal took place.

(c) The complaint shall be signed and shall contain--

- (1) The name of the contractor;
- (2) The contract number, if known; if not known, a description reasonably sufficient to identify the contract(s) involved;
- (3) The violation of law, rule, or regulation giving rise to the disclosure;
- (4) The nature of the disclosure giving rise to the discriminatory act, including the party to whom the information was disclosed; and
- (5) The specific nature and date of the reprisal.

#### 1803.905 Procedures for investigating complaints.

(a) Unless the NASA Inspector General makes a determination that the complaint is frivolous, fails to allege a violation of the prohibition in 1803.903, or has been previously addressed in another Federal or State judicial or administrative proceeding initiated by the complainant, the NASA Inspector General will investigate the complaint.

(b) If the NASA Inspector General determines that a complaint merits further investigation, the NASA Inspector General will—

- (1) Notify the complainant, the contractor alleged to have committed the violation, and the head of the Agency;
- (2) Conduct an investigation; and

(3) Provide a written report of findings to the complainant, the contractor alleged to have committed the violation, and the head of the Agency.

(c) The NASA Inspector General –

(1) Will determine that the complaint is frivolous or will submit the report addressed in paragraph (b) of this section within 180 days after receiving the complaint; and

(2) If unable to submit a report within 180 days, will submit the report within the additional time period, up to 180 days, to which the person submitting the complaint agrees.

(d) The NASA Inspector General may not respond to any inquiry or disclose any information from or about any person alleging the reprisal, except to the extent that such response or disclosure is--

(1) Made with the consent of the person alleging reprisal;

(2) Made in accordance with 5 U.S.C. 552a (the Freedom of Information Act) or as required by any other applicable Federal law; or

(3) Necessary to conduct an investigation of the alleged reprisal.

(e) The legal burden of proof specified at paragraph (e) of 5 U.S.C. 1221 (Individual Right of Action in Certain Reprisal Cases) shall be controlling for the purposes of an investigation conducted by the NASA Inspector General, decision by the head of the Agency, or judicial or administrative proceeding to determine whether prohibited discrimination has occurred.

#### 1803.906 Remedies.

(a) Not later than 30 days after receiving a NASA Inspector General report in accordance with 1803.905, the head of the Agency shall determine whether sufficient basis exists to conclude that the contractor has subjected the complainant to a reprisal as prohibited by 1803.903 and shall either issue an order denying relief or shall take one or more of the following actions:

(1) Order the contractor to take affirmative action to abate the reprisal.

(2) Order the contractor to reinstate the person to the position that the person held before the reprisal, together with compensatory damages (including back pay), employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(3) Order the contractor to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the Agency.

(b) If the head of the Agency issues an order denying relief or has not issued an order within 210 days after the submission of the complaint or within 30 days after the expiration of an extension of time granted in accordance with 1803.905(3)(ii), and there is no showing that such delay is due to the bad faith of the complainant—

(1) The complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint; and

(2) The complainant may bring a de novo action at law or equity against the contractor to seek compensatory damages and other relief available under 10 U.S.C. 2409 in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury. An action under this authority may not be brought more than two years after the date on which remedies are deemed to have been exhausted.

(c) Whenever a contractor fails to comply with an order issued by the head of agency in accordance with 10 U.S.C. 2409, the head of the Agency or designee shall request the Department of Justice to file an action for enforcement of such order in the United States district

court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and reasonable attorney fees and costs. The person upon whose behalf an order was issued may also file such an action or join in an action filed by the head of the agency.

(d) Any person adversely affected or aggrieved by an order issued by the head of the Agency in accordance with 10 U.S.C. 2409 may obtain judicial review of the order's conformance with the law, and the implementing regulation, in the United States Court of Appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency or designee. Review shall conform to chapter 7 of title 5, United States Code. Filing such an appeal shall not act to stay the enforcement of the order by the head of an agency, unless a stay is specifically entered by the court.

(e) The rights and remedies provided for in this subpart may not be waived by any agreement, policy, form, or condition of employment.

1803.907 Classified information.

Nothing in this subpart provides any rights to disclose classified information not otherwise provided by law.

(End of Clause)

#### **I.20 Payment for Overtime Premiums (52.222-2)(JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

## **I.21 REVIEW OF THE OFFEROR’S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (1852.239-73) (APR 2015) (DEVIATION)**

(a) Definitions –

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

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

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

(b) NASA’s OCIO must review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system. NASA’s OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact.

(c) The apparent successful offeror shall provide the following information for all IT systems offered:

- (1) A brief description of the item(s);

(2) Vendor/manufacturer's company name and address; and

(3) If known, manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) to the NASA OCIO. NASA shall reject any IT system the OCIO deems to be a high-impact or moderate-impact unless it is determined that the acquisition is in the national interest of the United States. NASA's OCIO reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

**(End of provision)**

**I.22 INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN RISK ASSESSMENT**  
**(1852.239-74) (APR 2015) (DEVIATION)**

(a) Definitions –

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

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

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

(b) NASA's OCIO must review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems. The OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system proposed to be provided:

- (1) A brief description of the item(s);
- (2) Vendor/manufacturer's company name and address; and
- (3) If known, manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) to the NASA OCIO which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system the NASA OCIO deems to be high impact or moderate impact unless it is determined the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system to be provided under the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system.

**(End of clause)**

[END OF SECTION]