

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

This is a performance based, Cost Plus Fixed Fee (CPFF) Core with a CPFF and Firm-Fixed-Price (FFP) IDIQ contract. Contract Line Item Number (CLIN) 0001 is the Phase-In which is FFP. CLINs 0002 – 0013 are the CPFF Core. CLIN 0014 is the FFP/CPFF Indefinite Delivery/Indefinite Quantity (IDIQ). CLINs 0002-0004 represent the Base, 0005-0007 represent Option 1, 0008 – 0010 represent Option 2 and 0011 – 0013 represent the 6 Month Option to Extend. CLINs 0005 – 0013 may be utilized at the Government’s discretion. The CLIN structure and associated Statement of Work (SOW) sections and contract type are as follows:

CLIN	Description	SOW Sections	Contract Type*
0001	Phase-In	N/A	FFP
0002 0005 0008 0011	Project Management Organization (PMO)	4.1, 4.2, 4.11	CPFF
0003 0006 0009 0012	Sustainment Engineering Mission Integration & Operations (MI&O)	4.2, 4.8, 4.9	CPFF
0004 0007 0010 0013	Concept, Design and Hardware Development	4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.9, 4.10	CPFF
0014	IDIQ	All	FFP/CPFF

*The Government may unilaterally reallocate contract value between CLINs

(End of Clause)

B.2 1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991) (CLINS 0002 - 0014)

The estimated cost of this contract is [Offeror fill-in, **OFI-Cost**] exclusive of the fixed fee of **OFI-Fee**. The total estimated cost and fixed fee is **OFI-Total**.

CLIN	Description	Period of Performance	Cost	Fee	Total
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0002	Project Management Organization (PMO) – Base	December 1, 2023 – November 30, 2026			
0003	Sustainment Engineering Mission Integration & Operations (MI&O) – Base	December 1, 2023 – November 30, 2026			
0004	Concept, Design and Hardware Development – Base	December 1, 2023 – November 30, 2026			
Total 0002-0004			\$ [OFI]	\$ [OFI]	\$ [OFI]
0005	Project Management Organization (PMO) – Option 1	December 1, 2026 – November 30, 2028			
0006	Sustainment Engineering Mission Integration & Operations (MI&O) – Option 1	December 1, 2026 – November 30, 2028			
0007	Concept, Design and Hardware Development – Option 1	December 1, 2026 – November 30, 2028			
Total 0005-0007			\$ [OFI]	\$ [OFI]	\$ [OFI]
0008	Project Management Organization (PMO) – Option 2	December 1, 2028 – November 30, 2030			
0009	Sustainment Engineering Mission Integration & Operations (MI&O) – Option 2	December 1, 2028 – November 30, 2030			
0010	Concept, Design and Hardware Development – Option 2	December 1, 2028 – November 30, 2030			
Total 0008-0010			\$ [OFI]	\$ [OFI]	\$ [OFI]
0011	Project Management Organization (PMO) – 6 Month Extension	December 1, 2030 – May 31, 2031			
0012	Sustainment Engineering Mission Integration &	December 1, 2030 – May 31, 2031			

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	Operations (MI&O) – 6 Month Extension				
0013	Concept, Design and Hardware Development – 6 Month Extension	December 1, 2030 – May 31, 2031			
Total 0011-0013			\$ [OFI]	\$ [OFI]	\$ [OFI]
0014	IDIQ	December 1, 2023 – May 31, 2031			\$92,900,000
Total			\$ [OFI-Cost]	\$ [OFI-Fee]	\$ [OFI-Total]

(End of Clause)

B.3 1852.216-78 FIRM FIXED PRICE (DEC 1988) (CLINS 0001 and 0014)

The total estimated fixed-price of this contract is \$ [OFI-Total].

CLIN	Description	Period of Performance	Total Price
0001	Phase-In	September 1, 2023 – November 30, 2023	\$ [OFI]
0014	IDIQ	December 1, 2023 – May 31, 2031	\$5,210,000
Total			\$ [OFI]

(End of Clause)

B.4 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [\$TBD]. This allotment is for Space Flight Systems Development and Operations Contract III (SpaceDOC III) CLINs 0001 through 0014 and covers the following estimated period of performance: [TBD].

(b) An additional amount of [\$TBD] is obligated under this contract for payment of fee.

(End of Clause)

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B.5 MINIMUM AND MAXIMUM INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (CLIN 0014)

(a) Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, CLIN Fourteen (0014) of this contract is defined as an indefinite quantity type. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor. Based on the scope and complexity of the order issued, delivery orders will be either Firm-Fixed-Price (FFP) or Cost-Plus-Fixed-Fee (CPFF). The total minimum and maximum dollar value of supplies or services to be acquired under CLIN 0014 is set forth below:

CLIN 0014 Minimum: The Government will issue Delivery Order(s) (DOs) under this CLIN that provides for a minimum dollar value of \$0 provided that appropriated funds are available.

CLIN 0014 Maximum: The Government issued Delivery Order(s) under this CLIN will not exceed \$98,110,000. All orders placed under this contract will be applied to the maximum specified in this paragraph.

(b) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(c) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(d) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment.

(End of Clause)

B.6 ESTIMATED COST INCREASES (CLINs 0002-0014)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

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(c) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurring costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of Clause)

[End of Section]

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Statement of Work (SOW) defines the contractor's efforts required to perform definition, design, development, analysis, fabrication, assembly, test, verification, delivery, and/or operation of space flight systems. The statement of work defines a Base portion of the contract, broken down into multiple project-specific Base Orders, and an Indefinite Delivery Indefinite Quantity (IDIQ) portion defined further by separate Delivery Orders.

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the attachments listed in Section J.1 of this contract.

To comply with these requirements, all work done shall be in accordance with all Federal, State, and local environmental regulations, NASA Environmental Policy, and the NASA Glenn Research Center Environmental Programs Manual.

(End of Clause)

C.2 GRC 52.255-90 TECHNICAL DIRECTION (APR 2016)

(a) Performance of the work under this contract is subject to the technical direction of the Contracting Officer (CO) or the designated Contracting Officer's Representative (COR).

(b) "Technical direction" means a directive to the Contractor that provides clarification of the contract's general description of the scope of work, to include approaches, solutions, designs, refinements or shifts within tasks, or inquiries related to the general tasks and requirements in the statement of work or specifications.

(c) Technical Direction does not include any instruction that--

- (1) Constitutes an assignment of additional work outside the statement of work (i.e. "new work";
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total price, any milestone price, or the time required for performance or delivery;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (6) Changes any performance-based requirement.

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(d) All technical direction will be issued in writing by the CO or the designated COR.

(e) The Contractor shall proceed promptly with the performance of technical direction issued by the CO or COR, unless, in the Contractor's opinion, any instruction or direction falls within any of the categories defined in paragraph (c) of this clause. In the latter event, the Contractor shall not proceed but shall within 5 working days notify the CO in writing of the basis for its opinion. Within 30 calendar days of receiving this notification, the CO will either amend the technical direction, request a proposal for an amendment to the contract or Delivery Order, advise the Contractor in writing that the technical direction is considered to be within the limits of this clause and that the Contractor should proceed promptly with its performance, or rescind the technical direction in its entirety.

(f) A failure of the Contractor and CO to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(g) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or the designated COR shall be at the Contractor's risk.

(End of Clause)

C.3 GRC 52.255-93 MANDATED AND REQUIRED TRAINING FOR ONSITE CONTRACTOR AND SUBCONTRACTOR PERSONNEL (FEB 2020)

The contractor shall ensure that its employees performing onsite at the Glenn Research Center at Lewis Field and/or Armstrong Test Facility complete all federally mandated and Agency/Center required training applicable to the work being performed by those employees. The current mandatory and required training may be found at

<https://workforce.grc.nasa.gov/ohcm/docs/JC/RequiredTraining/FY19%20Mandatory%20Training%20Website%20Update.xlsx>

Contractor personnel will be notified when the various training sessions are available for registration or completion via repeated postings on Inside Glenn as the training sessions are added to the System for Administration, Training, and Educational Resources for NASA (SATERN), and shall complete the training in the manner and within the timeframe specified in the notification.

The contractor shall maintain training records for its onsite employees, and, on an annual basis commensurate with the award date of the contract, provide a compliance report to the Contracting Officer's Representative (COR), as evidence of completion of all applicable mandatory and required training. Further, the COR may perform random reviews of the contractor's training records at any time throughout the performance period of the contract.

The COR will report any failure to comply with the above requirements to the Contracting Officer for implementation of corrective and/or performance-based actions.

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The contractor shall include the substance of this requirement in all subcontracts involving onsite performance at the Glenn Research Center at Lewis Field and/or Armstrong Test Facility.

(End of Clause)

[End of Section]

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SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

D.2 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)

(End of by Reference Clauses)

D.3 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT. (JAN 2011)

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

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

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

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.

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

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

(1) Date originally placed in service.

(2) Item condition.

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

NASA Glenn Research Center
21000 Brookpark Rd
Cleveland, OH 44135

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

(End of Clause)

[End of Section]

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- E.2 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**
- E.3 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)**
- E.4 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**
- E.5 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**
- E.6 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM). (APR 1984)**
- E.7 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)**

The Contractor shall comply with the higher-level quality standard, NPR 8735.2 Hardware Quality Assurance Program Requirements for Programs and Projects (Mar 2021) as well as the other quality standards listed in Attachment J.1-A, Statement of Work, Section 3 Applicable Documents.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

- E.8 1852.246-73 HUMAN SPACE FLIGHT ITEM. (MAR 1997)**

(End of by Reference Clauses)

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E.9 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS. (OCT 1988)

In accordance with the inspection clauses of this contract, the Government reserves the right to perform inspection and audits at any time and any place work is being performed under this contract. Government Quality Assurance Functions will be performed at source and at destination.

(End of Clause)

E.10 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (APR 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be prepared and distributed electronically to the CO, COR, DCMA (if applicable), NASA Property Manager, NASA Project Manager, and attach to shipment.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words “CONTAINS DD FORM 250” on the package.

(End of Clause)

E.11 GRC 52.246-92 INSPECTION AND ACCEPTANCE (JAN 1987)

Final inspection and acceptance of all work performed under this contract, including all deliverable items will be performed at source or destination.

(End of Clause)

[End of Section]

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

F.2 52.242-15 STOP-WORK ORDER. (AUG 1989) ALTERNATE I (APR 1984)

F.3 52.247-34 F.O.B. DESTINATION. (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

None included by reference.

(End of by Reference Clauses)

F.4 PERIOD OF PERFORMANCE

The base period of performance of this contract (not including any phase-in) shall be for three (3) years. If exercised, the subsequent contract option periods shall be two (2) two-year option periods, with the first option beginning on the expiration date of the base contract period. If the Government requires performance of services after the base contract period, notification to the Contractor of such requirement shall be in accordance with the clause 52.217-9 entitled, "Option to Extend the Term of the Contract." The Government reserves the right to exercise up to six (6) additional months beyond the base and option periods per FAR clause 52.217-8 entitled, "Option to Extend Services." The maximum period of performance shall be in accordance with clause 52.217-9.

(End of Clause)

F.5 PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed primarily at any of the Contractor's, or their subcontractor's, locations. In addition, a portion of the work shall be

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performed at the NASA Glenn Research Center in Cleveland, OH as defined in the individual orders.

(End of Clause)

F.6 DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

National Aeronautics and Space Administration
Glenn Research Center
21000 Brookpark Road
Cleveland, OH 44135

Shipping and Receiving Facility (SARF), Bldg. 152 (Attn: To be specified in Base Orders or IDIQ Delivery Orders)

NOTE: Specific shipping instructions will be identified in the Base Orders or IDIQ Delivery Orders.

If the above address is NOT to be used for a contract deliverable item, the individual Base Orders or IDIQ Delivery Orders will state the appropriate address for shipment.

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:

Any unique delivery instructions will be identified in the Base Orders or IDIQ Delivery Order description.

(d) Additional marking instructions:

Any unique marking instructions will be identified in the Base Orders or IDIQ Delivery Order description.

(End of Clause)

F.7 PHASE-IN AND PHASE-OUT

(a) Contractor Phase-In

The services provided by this order are vital to the Government's overall effort. Therefore, continuity of services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly Phase-In of contract activities prior to assumption of responsibility for the effort described in the SOW.

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The Total FFP of Phase-In is identified in FAR Clause 1852.216-78. Any costs incurred in excess of this amount shall be unallowable under this or any other Government contract.

(b) Contractor Phase-Out

(1) Prior to contract completion, a successor Contract(s) may be selected to perform the work requirements covered by the SOW. The contractor shall conduct an orderly Phase-Out of all required activities prior to completion of this contract and coordinate with the successor Contractor to ensure a smooth transition of responsibilities. The Contractor shall remain responsible for the effort covered by the SOW and open base and delivery orders during Phase-Out activities.

(2) Upon written notice by the Contracting Officer prior to the contract completion date, the Contractor shall conduct Phase-Out activities for up to 3 months in accordance with FAR 52.237-3, Continuity of Services.

(End of Clause)

[End of Section]

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

G.2 1852.216-75 PAYMENT OF FIXED FEE. (DEC 1988)

G.3 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE. (APR 2015)

G.4 1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)

G.5 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (APR 2015)

G.6 1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSING (APR 2015)

G.7 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)

G.8 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.9 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY. (AUG 2015)

G.10 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY. (AUG 2015) ALTERNATE I (AUG 2015)

G.11 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)

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G.12 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE. (JAN 2011)

(End of by Reference Clauses)

G.13 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.

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(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)

G.14 GRC SUPPLEMENT TO 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT. (APR 2018)

The Government intends to have Contractors submit vouchers, invoices, and fee vouchers for each order under this contract as follows:

Core CLINs Cost: One per month

Core CLINs Fee: One per month

IDIQ CLIN:

CPFF Orders: One Cost voucher per order per month; One fee voucher per order per month

FFP Orders: One invoice per order per month

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(End of Clause)

**G.15 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(JUN 2018)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NPR 4200.1, NASA Equipment Management Procedural Requirements;

NPR 4300.1, NASA Personal Property Disposal Procedural Requirements;

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

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(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☐ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☐ (2) Office furniture.

☒ (3) Property listed in Attachment J.1-C, Government Furnished Property (GFP) List.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☐ (4) Supplies from stores stock.

☐ (5) Publications and blank forms stocked by the installation.

☒ (6) Safety and fire protection for Contractor personnel and Government facilities.

☒ (7) Installation service facilities: (see Attachment J.1-D, Installation-Accountable Government Property (IAGP) List).

☒ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☒ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☒ (10) Building maintenance for facilities occupied by Contractor personnel.

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___ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of Clause)

G.16 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2017)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Defense Contract Management Agency Property Administrator) to the following address: James Rowe, Industrial Property Officer, Glenn Research Center, 21000 Brookpark Road M/S 14-5 Cleveland, OH 44135, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st.

(2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533) Contractor Financial Management Report cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely

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reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the contractor has a value of \$10 million or more, the contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause.

(4) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of Clause)

G.17 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in Attachment J.1-C, Government Furnished Property List, of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at NASA Glenn Research Center and/or the Contractor's facilities and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of Clause)

G.18 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (AUG 2015)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$500,000.

(1) The Contractor shall inventory -

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- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
- (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
- (iv) Complete but undelivered deliverables.

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

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either

(1) or (2) of this paragraph are met.

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

- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
- (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

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

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

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

(2) Include additional supporting reports of -

- (i) Loss in accordance with the clause at 52.245-1, Government Property;
- (ii) Idle property available for reuse or disposition; and

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

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

(End of Clause)

G.19 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (SEP 2017)

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

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

(2) NPD 8831.2, Facilities Maintenance and Operations Management.

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

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

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

(End of Clause)

G.20 GRC 52.242-96 NASA CONTRACTOR FINANCIAL REPORTING - SUPPLEMENTAL REQUIREMENTS (JUN 2021)

(a) The following reporting requirements are associated with those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting. NPR 9501.2 may be accessed through the NODIS Library at

<https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=6000&s=1H>.

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(1) Approved Contract Baseline

(i) Within thirty (30) working days after the contract effective date, the Contractor shall provide a summary page(s) to the Contracting Officer (CO) and Contracting Officer's Representative (COR), showing each reporting category as budgeted on a month-by-month basis for the duration of the work effort (Optional work efforts shall be separately summarized and Fiscal Years shall be subtotaled).

(ii) The corresponding monthly amounts on this summary shall be the amounts appearing in the "Planned" columns (7b and 7d) of each month's NF 533 as reported during the duration of the work effort.

(iii) The following cost categories are required to appear in the "Contract Value" column (9b) of the NF 533. No amounts shall accrue against any cost category not listed herein, unless authorized in writing by the CO (Email is sufficient). Variations in format or organization are authorized, as long as they conform to the contract reporting requirements.

Direct Labor Hours _____X_____

Direct Labor Dollars _____X_____

Labor Overhead/Fringe Dollars _____X_____

Material Dollars _____X_____

Material Overhead Dollars _____X_____

Other Direct Cost Dollars

Travel _____X_____

Freight _____X_____

Equipment _____X_____

Training _____X_____

Subcontract Dollars _____X_____

Other Indirect Dollars _____X_____

G&A Dollars _____X_____

COM Dollars _____X_____

Fee Dollars _____X_____

Total Cost Plus Fee _____X_____

(iv) In the event of a revision to the work effort, the Contractor shall provide a revised month-by-month summary within 15 working days after the revision is approved.

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(2) Monthly and Quarterly NF 533 Reports

(i) The Contractor shall submit the following financial reports:

(A) NF 533M (Monthly Contractor Financial Management Report) Refer to attachment J.1-L for template

(B) NF 533Q (Quarterly Contractor Financial Management Report) Refer to attachment J.1-M for template

(ii) Upon written request, the CO may authorize an alternative format that provides substantially the same level of detail as the required NF 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(iii) The report(s) shall be prepared in accordance with the instructions contained in contract clause 1852.242-73 and NPR 9501.2, and on the reverse of the forms. Additionally, any contract requirements identified as Capital Assets have special reporting requirements, which are specified in the "Capital Asset Acquisition" clause of this contract. Column 7b Cost Incurred/Hours Worked During Month Planned and 7d Cost Incurred/Hours Worked Cum. to Date Planned of the NF 533 M represent the negotiated baseline plan plus authorized changes for the contract. There may not be a direct relationship between the estimates provided in section 8 (Estimated Cost/Hours to Complete) of the NF 533 M and columns 7b and 7d. Columns 7b and 7d represent the negotiated baseline plan plus authorized changes, unlike the estimates provided in columns 8a, 8b, and 8c. Data in section 8 should not be simply a restatement of the baseline values.

(iv) The cost categories for the monthly and quarterly reports are the same as those specified in paragraph (a)(1)(iii) above.

(v) The Contractor shall provide a narrative explanation for any variance listed in the table below that exceeds the listed threshold. The explanation shall be provided as a footnote on the NF 533 report page, or included in a variance explanation table attached to the NF 533 report, and shall be detailed by cost category. The explanation shall include the cause of the variance, its impact on contract completion within the estimated cost, and the corrective action taken or proposed to be taken by the Contractor.

VARIANCE REPORTING REQUIREMENTS

Title of Variance	Definition	Threshold +/-
Actual vs. Estimated Cost	Any variance at the total contract level between a previous estimated month-specific expenditure and the actual expenditure reported for the same month. For	10%

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	example: The March 533M reported an estimated total contract expenditure for April of \$100K, and subsequent April 533M reported actual total contract costs of \$88K, which is a variance of 12%	
Actual vs. Planned to Date	Any variance at the total contract level between the planned cost to date and the actual cost to date	The lesser of 10% or \$100K
Contractor Final Estimate vs. Contract Value	Any variance at the total contract level between the contractor's current final cost estimate and the current contract value.	The lesser of 5% or \$100K

(Additional variance reporting requirements may be added at the discretion of the Contracting Officer)

(vi) IF THIS IS A DELIVERY ORDER CONTRACT:

(A) The Contractor shall submit one set of monthly reports that summarize the entire contract at the Delivery Order Level (total hours/dollars per Delivery Order), and monthly reports showing cost detailed by the individual cost categories identified in paragraph (a)(1)(iii) above, for each active Delivery Order and for the total contract effort.

(B) If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Delivery Orders under the contract.

(vii) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2. All reports shall include the signature of the Contractor party responsible for the information on the reports.

(viii) Report periods for both the 533M and 533Q and the due date for the 533Q shall be in accordance with the instructions contained in the NPR 9501.2. The due date for the 533M report shall be the earlier of:

(A) 10 working days following the close of the contractor accounting period for the 533M report (or)

(B) 5 working days following the issuance of any voucher or invoice for contract operations cost reimbursement or Fee for the invoice service period that coincides or corresponds to the accounting period for the 533M report.

(ix) The Contracting Officer reserves the right to reject or short pay any invoice that exceeds a 533 costed amount for that given time period. These invoices shall not be subject to interest payments under the Prompt Payments clause.

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(x) The timely submission of the 533M report is important to the success of NASA’s mission. To accommodate the close of the NASA government fiscal year on September 30, submission of the 533M report in September is critical and early submission may be required up to two weeks prior to normal submission. Exact date to be communicated by the Contracting Officer.

(xi) Reports shall be submitted electronically in the number of copies, and to the individuals/areas indicated below:

Individual/Area	No. of Copies E = Electronic H = Hard Copy	Email Address
Contracting Officer (CO)	E	paige.e.foreman@nasa.gov
Contracting Officer Representative (COR)	E	TBD@nasa.gov
Accounting and Financial Analysis Division (AFAD)	E	grc-dl-cfo-nf533-reports@mail.nasa.gov

(xii) Late, Inaccurate, or Incomplete Reports may result in the following penalties:

- (A) Payment withheld until compliance is demonstrated,
- (B) Negative Contractor Performance Assessment ratings, and/or
- (C) Reduction in award fee.

(3) 533 Supplemental Reporting Schedule

(i) The Contractor shall submit the financial reports listed on the 533 Supplemental Reporting Schedule in the format referenced.

(A) GRC 533 Template – The contractor shall submit this template in addition to the reporting listed in Section (2)

(B) GRC Baseline Template – The contractor shall use the baseline template to satisfy the requirements listed above in Section (a)(1)

(ii) The contractor shall contact AFAD for questions when populating these templates.

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(b) The following reporting requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting.

(1) Contractor Accounting Calendar

(i) The contractor shall prepare an accounting calendar for the life of the contract (base period plus all option periods).

(ii) The accounting calendar sample will be provided to the contractor after award.

(iii) The accounting calendar shall be submitted electronically to the CO within fifteen (15) working days after the contract effective date.

(End of Clause)

G.21 GRC 52.245-99 CAPITAL ASSET ACQUISITION – INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACTS (NOV 2015)

I. BASE CONTRACT PORTION:

A. When any task/delivery order issued under this contract includes a requirement for capital assets* the contracting officer will identify those items as such and create separate line items for them on the task/delivery order.

*A capital asset is an item: 1) With a total acquisition cost of \$500,000 or more, 2) With an estimated useful life of 2 years or more, 3) Not intended for sale in the contractor's ordinary course of operations, 4) Acquired and/or constructed by the contractor with the intention of being used, or being available for use, by NASA, and 5) With a greater than 50% likelihood that the item will be used on another program/project(s) that has not yet commenced. (Note: Items and/or services with values less than \$500,000 that contribute to the acquisition or increased value of a capital asset (e.g. surveys for real property or components for capital equipment) are also subject to capitalization rules. Generally, NASA will inform the contractor if such items and/or services are classified as capital assets.)

B. During contract performance, if the contractor determines a need to acquire or fabricate an item that may meet the criteria for capital asset, the contractor shall submit a written request for approval to the contracting officer. Based on internal review, if the item is determined necessary for contract performance and determined to be a capital asset, the contracting officer will either: 1) Issue a new task/delivery order for the capital asset, or 2) Modify an appropriate existing task/delivery order to add a separate line item for the capital asset.

C. If NASA Contractor Financial Management Reports (NASA Form (NF) 533's) are required under this contract, the contractor shall report all costs incurred against each identified capital asset on its own report page on the NF 533's.

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D. The costs incurred for each item designated as a capital asset shall be identified separately on any invoice, voucher, or other authorized payment request submitted by the contractor under this contract.

(End of Clause)

[End of Section]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

H.2 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.3 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING. (DEC 2015)

H.4 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)

H.5 1852.242-72 DENIED ACCESS TO NASA FACILITIES. (OCT 2015)

(End of by Reference Clauses)

H.6 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

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

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

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

(2) There is a concern that the successful Contractor or its proposed subcontractor(s), as part of its performance of a Government contract, obtains access to another contractor's proprietary,

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business confidential, or financial data and/or non-public Government information, which may provide the firm an unfair competitive advantage in a future competition. The Contractor shall protect this data/information from unauthorized use and disclosure and agrees not to use it, either directly or indirectly, in any proposals responding to a future Government solicitation.

(3) There is a concern that the successful contractor or its proposed subcontractor(s) judgment and objectivity in performing their contract requirements may be impaired due to the fact that the substance of the contractor's performance has the potential to affect other interests of the contractor, thereby impairing the contractor's judgment and objectivity.

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

(1) If the Contractor, through the performance of this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid an unfair competitive advantage or potential bias (this time shall not be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as this data remain proprietary or confidential, the Contractor and its subcontractors shall protect this data from authorized use and disclosure and agree not to use this data, either directly or indirectly, in any proposals responding to a future Government solicitation. Similarly, the Contractor and its subcontractors shall protect Government non-public information from unauthorized use and disclosure and agree not to use it, either directly or indirectly, in any proposals responding to a future Government solicitation. If the Contractor and/or its subcontractor are unable to demonstrate adequate protection to ensure that non-public data/information could not be used to improve their competitive position in a future procurement, they will be ineligible for award of the contract resulting from such procurement.

(3) If the Contractor, through the performance of this contract, is required to participate in technical reviews or provide engineering consultation services on its own proposals/quotations, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s), the Contractor shall be ineligible to perform such work as a prime or first-tier subcontractor.

(End of Clause)

H.7 1852.225-70 EXPORT LICENSES. (FEB 2000)

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(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 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-774, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA GRC, 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.8 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items 0001 and 0014, the sum of [STBD] is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract. Funding will be allocated on discrete delivery orders according to each Work Plan.

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

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

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government

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clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

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

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

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

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

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

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

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

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

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(End of Clause)

H.9 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer as defined in Attachment J.1-B, SpaceDOC III Contract Data Requirements List (CDRL), Data Item Deliverable (DID)# CD-02:

(a) *Monthly progress reports.* The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) *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 the completion of the effort under the contract.

(End of Clause)

H.10 GRC 52.204-96 PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES (APR 2021)

PIV Card issuance information is posted on the World Wide Web at <https://www.grc.nasa.gov/security/services/piv-badges>.

H.11 GRC 52.237-91 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (DEC 2016)

(a) BADGES AND PASSES

(i) Badge and Pass Issuance

Support Service Contractor personnel having a need to enter areas of the Glenn Research Center at Lewis Field or Armstrong Test Facility shall have an identification badge or pass. This badge or pass shall be obtained at the Badge Control Office or Visitor Control Office located at the Main Gate of either Lewis Field or Armstrong Test Facility.

(1) Permanent Badge (Personal Identify Verification (PIV) Credential) Requirements

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- a. It is recommended that the contractor complete the new employee hiring process at least 10 workdays prior to the employee's start date.
- b. Upon the selection of a new employee, the contractor's Human Resource (HR) representative shall create an identity in the Identity and Access Management Tool (IdMAX).
- c. The contractor's HR representative shall also complete NASA Form 1760, Position Risk Designation for Non-NASA Employee and GRC 1760, Position Risk Designation Cover sheet. Once completed, both forms shall be signed by the NASA COR and sent to the Office of Protective Services POC for Non-Government Investigations.
- d. At the time of the Center visit or the Entry-on-Duty appointment, the new employee shall complete the Enroll for PIV credential process at the Main Gate Badge Control Office.
- e. During this activity the new employee shall provide verification of their identity by providing two forms of I-9 documentation and fingerprints.
- f. Upon Entry-on-Duty, the employee shall be issued a temporary credential (badge) for access to the Center until a Permanent Credential (badge) is created.

Please reference the GRC Office of Protective Services web site for the Permanent Support Service Contractor (SSC) New Hire Identity Creation Process (https://security.grc.nasa.gov/im_ssc_new_hire.cfm), and for additional information.

(2) Temporary Pass Requirements

Short Term Visitors (1-29 days) shall receive a Visitor Pass. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/form_visit_information.cfm) to complete the on-line visitor request form.

NASA GRC Service and Vendor Personnel shall receive a Service / Vendor Personnel Pass which will allow only physical access to NASA GRC. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/crm_grc_serv_vend_pers.cfm) for complete information.

The contractor shall ensure that, for badging purposes, each contractor employee is in possession of GRC 9975 (Construction Contractor Registration & ID Badge), prior to reporting to work. Contractor employees not in possession of the above mentioned form will be delayed at the gate until the contractor supervisor/foreman or that individual's representative reports to the Main Gate with the appropriate paperwork for badging.

Temporary workers are defined as those employees that are on Center for more than 29 days and less than 180 days. Please reference the GRC Office of Protective Services web site (https://security.grc.nasa.gov/crm_temporary_worker.cfm) for complete information.

All lost or stolen badges or passes shall be reported immediately to the GRC Office of Protective Services.

(ii) Employee Separation

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(1) When an employee terminates and/or resigns employment, the contractor shall issue to the employee GRC 10087, Non-NASA Separation Clearance Record. The contractor shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their Government issued I.D. badge. The contractor is also required to send a notice to the Grc-Ssc-Separations@Lists.Nasa.Gov within 1 day of employees' separation.

(2) The contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(3) The contractor's on-site manager shall comply with the Badge and Property Regulations a copy of which will be given to the contractor's supervisors at the time of the Construction Site Showing.

(4) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the contractor. Final clearance of a contractor upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(b) PERSONNEL LOCATION AND IDENTIFICATION

The contractor shall:

(1) Ensure that office space occupied by its personnel is clearly labeled with the name of the company.

(2) Ensure, to the extent practicable, that external correspondence signed by its personnel is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.

(3) Ensure that its onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting is used.

(4) When participating in meetings with Government and/or other contractor personnel, ensure that its personnel properly identify themselves as contractor employees so that their actions will not be construed as acts of Government officials.

(c) EMERGENCY PREPAREDNESS

(1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The contractor shall ensure that its employees are

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informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by dialing 911 from a NASA phone, or 216-433-8888 at Lewis Field or 419-621-3222 at Armstrong Test Facility from a cell phone.

(2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Representative (COR) (rather than dialing 911 from a NASA phone, or 216-433-8888 at Lewis Field or 419-621-3222 at Armstrong Test Facility from a cell phone).

(3) In the event of any accident investigation activity, the contractor shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.

(4) The contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The contractor is encouraged to include in this guidance pre-established instructions, when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(d) TRAFFIC

The contractor agrees to comply, and agrees to require that all of its personnel will comply with all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of the NASA Glenn Research Center Safety Manual (GLM-QS-1700.1), Chapter 19, Vehicle & Pedestrian Safety, incorporated herein by reference and made a part hereof.

(e) PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

(f) SECURITY INCIDENTS

Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the GRC Office of Protective Services.

(g) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the guards at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the Glenn/Armstrong Test Facility COR, who will make the request to the Main Gate Officer (3-2204 at Glenn and 3-3221 at Armstrong Test Facility). After-hour clearances, as approved by the COR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and

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Holidays. This procedure ONLY applies to temporary contractors who are on-site at Glenn for 1 - 179 days within 365 day timeframe and are issued temporary badges (non-smartcard credentials) NOTE: Per Armstrong Test Facility management ALL Armstrong Test Facility employees are required to follow the after-hour access procedures.

(h) GOVERNMENT PROPERTY ACCOUNTABILITY

(1) Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from GRC and Armstrong Test Facility without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials from GRC requires written approval from the NASA COR or authorized representative. The appropriate documentation must be completed and signed by the COR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security control point upon departure. Each vehicle is then subject to inspection prior to departure from the Center to check the contents of the respective vehicle against the information listed on the documentation authorizing removal of the property.

(2) In addition to the above, Municipal Waste, Recyclables, and Hazardous Materials must also be properly disposed of utilizing the appropriate containers and collection points for each type of scrap and residual material. Failure to adhere to the proper disposal of these materials or unauthorized use of municipal waste or recycling containers may result in the denial of Center access and possible civil or criminal prosecution for the offender.

(3) Property movement and disposal shall be coordinated through the Logistic and Technical Information Division's (LTID) Supply and Equipment Management Officer/Property Disposal Officer in accordance with the requirements in NASA Policy Document (NPD) 4200.1, Equipment Management, NPD 4300.1, NASA Personal Property Disposal Policy, NPR 4200.1, NASA Equipment Management Procedural Requirements, and NPR 4300.1, NASA Personal Property Disposal.

(4) Questions concerning the proper removal and disposal of property, scrap, waste or other residual job materials should be forwarded to the NASA COR, or the GRC Supply and Equipment Management Officer (SEMO).

(End of Clause)

H.12 MONTHLY TECHNICAL REPORTS

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In addition to those outlined in the Statement of Work, the Contractor is required to submit a monthly technical report for all approved or in progress orders in the Glenn Contractor Work Control System (GCWCS).

The monthly technical report requirements are defined in Attachment J.1-B, SpaceDOC III Contract Data Requirements List (CDRL), Data Item Deliverable (DID)# CD-02.

(End of Clause)

H.13 IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (COMBINED CLAUSE)

(a) This clause does not apply to restrictions based solely on copyright.

(b) Consistent with FAR 52.227-15(b), Limited Rights Data and Restricted Computer Software to be delivered in performance of this contract will be identified and listed pursuant to this clause. The Contractor shall not deliver any data in performance of this contract with restrictive or limiting markings unless the data are listed herein or later identified and certified by the Contractor that such data qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a), as specified in paragraph (c) of this clause.

(c) Pre-Award Identification.

(Start of Identification and Representation)

The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software, and hereby certifies that the data related thereto and identified below qualify as Limited Rights Data or Restricted Computer Software in accordance with their respective definitions in FAR 52.227-14(a):

Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest level pertaining to an item, component, or process.

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****** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.

******* Generally, the development of an item, component, process, or computer software at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's right should be limited or restricted.

******** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).

********* Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of Identification and Representation)

(d) Post-Award Identification. In addition to the representations made within this clause, other representations may be made after award when based on new information or inadvertent omission unless the inadvertent omission would have materially affected the Government's source selection decision, a payment decision, or both. Such identification and representations may be made after award whereby the Contractor shall submit a request to the Contracting Officer as soon as practicable after initial identification in the following format and signed by an official authorized to contractually obligate the Contractor. The Contracting Officer will consider such a request and determine whether or not to accept the request by incorporating it in a contract modification. Such post-award identification shall be made in the following format:

(Start of Identification and Representation)

Identification and Representation of Limited Rights Data and Restricted Computer Software

The Contractor asserts additional data not previously identified pursuant to the IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE clause and required to fulfill the data delivery requirements qualify as limited rights data or restricted computer software. The Contractor represents it has accurately identified, through recorded information, the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Furthermore, the Contractor represents it has verified such recorded information and hereby certifies that the data identified below qualify as limited rights data or restricted computer software in accordance with their respective definitions in FAR 52.227-14(a):

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Technical Data* or Computer Software** to be Furnished with Restrictions	Basis for Representation***	Represented Rights Category****	Name of Person Representing Restrictions*****
[OFI]	[OFI]	[OFI]	[OFI]

* A representation of technical data asserted as limited rights data is applicable to a lowest segregable level pertaining to an item, component, or process. Identify the lowest segregable level pertaining to an item, component, or process.

** A representation of restricted computer software is applicable to a lowest segregable level pertaining to computer software. Identify the lowest segregable level pertaining to computer software.

*** A representation of other data shall be made at a lowest segregable level (i.e., broad descriptions are generally unacceptable due to indefiniteness). Generally, the development data entirely at private expense is the only basis for representing limited or restricted rights on the Government. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be limited or restricted.

**** Enter represented rights category (e.g., limited rights, restricted rights, SBIR rights).

***** Corporation, individual, or other person, as appropriate.

***** Contractor fill-in after award as applicable.

Date

Printed Name and Title

Signature

(End of Identification and Representation)

(e) If requested by the Contracting Officer, the Contractor shall provide sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause. Such written justification shall include historical documentary evidence that clearly identifies the stages of technical development and the source of funds at a lowest segregable level pertaining to an item, component, process, or computer software. Conclusory statements without supporting historical documentary evidence shall constitute a failure to provide written justification to substantiate the propriety of the markings. Costs and expenses

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associated with providing sufficient recorded information to justify the validity of limited rights data or restricted computer software are unallowable costs under this contract. The Contractor shall substantiate its limited rights data or restricted computer software assertions at its own expense.

(f) Based on the Contractor's actions or deliberate inaction, an omission regarding failing to identify data or a failure by the Contractor to identify, analyze, or verify data as described in this clause may be deemed as an act in deliberate ignorance or reckless disregard of the truth or falsity of the information. The Contractor may not rely on past or commensurate actions or inactions by the Government regarding data not previously identified to the Government as limited rights data or restricted computer software yet delivered to the Government with restrictive or limiting markings and actually or constructively accepted by the Government.

(g) Subcontracting. If applicable, the Contractor shall obtain from its subcontractors sufficient recorded information to justify the validity of limited rights data or restricted computer software identified in this clause necessary to fulfill the Contractor's obligation in paragraph (e) of this clause. If a subcontractor refuses to accept terms affording the Contractor to provide such sufficient recorded information to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(End of Clause)

H.14 RIGHTS IN DATA – SPECIAL WORKS

(a) All data, except computer software, first produced or delivered under this contract shall be delivered with unlimited and unrestricted rights under FAR Clause 52.227-14, as modified by NASA FAR Supplement Clause 1852.227-14.

(b) All computer software first produced or delivered under this contract shall be delivered with unlimited and unrestricted rights under FAR Clause 52.227-17. For purposes of defining the rights in computer software, computer software shall include source codes, object codes, executables, ancillary files, and any and all documentation related to any deliverables associated with this Contract. All computer software shall be delivered in executable and source code. Contractor may not assert copyright in scientific and technical articles based on or containing computer software first produced or delivered under this contract without prior, express written permission of the Contracting Officer.

Orders under this contract will provide additional clarity to identify specific listing of data items to be covered by FAR 52.227-17 Rights in Data – Special Works, as discussed in FAR 27.405-1.

(End of Clause)

[End of Section]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION I – CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

I.2 52.202-1 DEFINITIONS. (JUN 2020)

I.3 52.203-3 GRATUITIES. (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)

I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)

I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

I.12 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (JUN 2020)

I.13 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- I.14 52.204-2 SECURITY REQUIREMENTS. (MAR 2021)**
- I.15 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**
- I.16 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**
- I.17 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)**
- I.18 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)**
- I.19 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)**
- I.20 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)**
- I.21 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)**
- I.22 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES. (NOV 2021)**
- I.23 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**
- I.24 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)**
- I.25 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**
- I.26 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**
- I.27 52.210-1 MARKET RESEARCH. (NOV 2021)**
- I.28 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)**
- I.29 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)**

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I.30 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.31 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

I.32 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

I.33 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATIONS (JUN 2020)

I.34 52.215-14 INTEGRITY OF UNIT PRICES. (NOV 2021)

I.35 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I.36 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

I.37 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I.38 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I.39 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (NOV 2021)

**I.40 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)
ALTERNATE I (OCT 2009)**

I.41 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

I.42 52.216-8 FIXED FEE. (JUN 2011)

I.43 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2020)

I.44 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)

I.45 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

I.46 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

I.47 52.222-3 CONVICT LABOR. (JUN 2003)

I.48 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2022)

I.49 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

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- I.50 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)**
- I.51 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)**
- I.52 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**
- I.53 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)
ALTERNATE I (MAR 2015)**
- I.54 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)**
- I.55 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021)**
- I.56 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**
- I.57 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- I.58 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)**
- I.59 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**
- I.60 52.224-2 PRIVACY ACT. (APR 1984)**
- I.61 52.225-1 BUY AMERICAN - SUPPLIES. (NOV 2021)**
- I.62 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)**
- I.63 52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)**
- I.64 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)**
- I.65 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**
- I.66 52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)**
- I.67 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)**
- I.68 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)**
- I.69 52.230-2 COST ACCOUNTING STANDARDS. (JUN 2020)**
- I.70 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (JUN 2020)**

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- I.71 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)**
- I.72 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)**
- I.73 52.232-17 INTEREST. (MAY 2014)**
- I.74 52.232-22 LIMITATION OF FUNDS. (APR 1984)**
- I.75 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)**
- I.76 52.232-25 PROMPT PAYMENT. (JAN 2017)**
- I.77 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**
- I.78 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION. (JUL 2013)**
- I.79 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**
- I.80 52.233-1 DISPUTES. (MAY 2014) ALTERNATE I (DEC 1991)**
- I.81 52.233-3 PROTEST AFTER AWARD. (AUG 1996) ALTERNATE I (JUN 1985)**
- I.82 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- I.83 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**
- I.84 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.85 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)**
- I.86 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**
- I.87 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (SEP 2021)**
- I.88 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**
- I.89 52.242-13 BANKRUPTCY. (JUL 1995)**
- I.90 52.243-2 CHANGES—COST REIMBURSEMENT. (AUG 1987) - ALTERNATE V (APR 1984)**

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- I.91 52.243-6 CHANGE ORDER ACCOUNTING. (APR 1984)**
- I.92 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)**
- I.93 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**
- I.94 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)**
- I.95 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)**
- I.96 52.245-9 USE AND CHARGES. (APR 2012)**
- I.97 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT. (MAY 2001)**
- I.98 52.246-24 LIMITATION OF LIABILITY - HIGH-VALUE ITEMS. (FEB 1997) ALTERNATE I (APR 1984)**
- I.99 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**
- I.100 52.249-14 EXCUSABLE DELAYS. (APR 1984)**
- I.101 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)**
- I.102 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

- I.103 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)**
- I.104 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (AUG 2014)**
- I.105 1852.215-84 OMBUDSMAN. (NOV 2011)**
- I.106 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (AUG 2016)**
- I.107 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE. (NOV 2015)**
- I.108 FAR 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) AS MODIFIED BY 1852.227-11 (APR 2015).**

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I.109 RESERVED

I.110 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

I.111 1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)

I.112 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

I.113 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)

(End of by Reference Clauses)

I.114 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of base orders or delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued for 90 consecutive months following the start date of this contract.

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

(c) A base order or delivery order is considered "issued" when -

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number;
or

(3) If sent electronically, the Government either -

(i) Posts a copy of the base order or delivery order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the base order or delivery order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.-----

(End of Clause)

I.115 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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(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 one (1) year from the end of the contract's expiration date.

(End of Clause)

L.116 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

L.117 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 90 months (not including phase-in).

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(End of Clause)

I.118 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. Similarly *situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) *Applicability*. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

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(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

 X By the end of the base term of the contract and then by the end of each subsequent option period; or

 By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

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(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

**I.119 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM
REREPRESENTATION. (OCT 2022)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern –

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

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(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition -

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [OFI] ☐ is, ☐ is not a small business concern under NAICS Code 541715 - Other Scientific and Technical Consulting Services assigned to contract number [TBD] .

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [OFI] ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [OFI] ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [OFI] ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [OFI] ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [OFI] ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it [OFI] ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that –

(i) It [OFI] ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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(ii) It [OFI] ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of Clause)

L.120 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)

L.121 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.

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(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.122 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014), as amended by NFS 1852.227-14 (APR 2015), including ALTERNATE II (DEC 2007), AND ALTERNATE III (DEC 2007)

(a) Definitions. As used in this clause—

Computer database or database means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software—

1) Means

- i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

Limited rights data means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

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

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

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

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

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

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

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

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

(b) Allocation of rights.

- 1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—
 - i) Data first produced in the performance of this contract;
 - ii) Form, fit, and function data delivered under this contract;
 - iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

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- 2) The Contractor shall have the right to—
 - i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
 - ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

- 1) Data first produced in the performance of this contract.
 - i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
 - ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
 - iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
 - iv) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

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This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

- 2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
 - i) Identifies the data; and
 - ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
 - 3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- 1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - 2) As expressly set forth in this contract; or
 - 3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
 - 4) (i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.
(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any

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such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

- 1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
 - i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the

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Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

- 2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- 3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

- 1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.
- 2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
 - i) Identifies the data to which the omitted notice is to be applied;
 - ii) Demonstrates that the omission of the notice was inadvertent;
 - iii) Establishes that the proposed notice is authorized; and
 - iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- 3) If data has been marked with an incorrect notice, the Contracting Officer may—
 - i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - ii) Correct any incorrect notices.

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

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

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- 2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
- 3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following “Limited Rights Notice” to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. [TBD] (and subcontract [TBD], if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors
- (ii) Evaluation by nongovernment evaluators
- (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part.

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following “Restricted Rights Notice” to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (DEC 2007)

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(a) This computer software is submitted with restricted rights under Government Contract No. [TBD] (and subcontract [TBD], if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- (6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. [OFI] (and subcontract, if appropriate) with [OFI] (name of Contractor and subcontractor).

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(End of Notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

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

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

(End of Clause)

I.123 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I.124 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (CLINs 0001 AND 0014 FFP DELIVERY ORDERS ONLY)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested

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shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by

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deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance

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approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

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(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

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(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(n) Milestone Deliverable/Payment Schedule

(1) Deliverables shall be provided and invoices shall be submitted after completion of each milestone as shown in the following schedule and in accordance with this clause. NOTE: The Government is only obligated for the milestone payments under the base contract. Subsequent Option awards will authorize further milestone payments during the awarded option period(s).

Milestone (MS) #	MS Description	Due Date	MS Value

(End of Clause)

I.125 52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

“All facility, furniture, Information Technology (IT) and other applied equipment lease agreements pertaining to the off-site facility, where the aggregate amount is \$250,000.00 or more inclusive of fee.”

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

I.126 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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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) provisions, see

<https://www.acquisition.gov/?q=browsefar>

For NASA FAR Supplement (NFS) provisions, see

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

(End of Clause)

I.127 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (NOV 2020)

(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 NFS (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I.128 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011[DEVIATION 21-01])

Paragraph (b) of this clause is updated to include “or Controlled Unclassified Information (CUI)” after the text “Sensitive But Unclassified (SBU) information”. Paragraph (b) now reads:

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information [or Controlled Unclassified Information (CUI)], for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the IT Security Applicable Documents List (ADL) provided as Attachment J.1-J to the contract. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(End of Clause)

I.129 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the

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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 14 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 acknowledgement of receipt to the Contracting Officer within 3 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 are issued.

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(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.130 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) (DEVIATION)

(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.131 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 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

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submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

(1) Comply with all specified procedures and obligations, including the

Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

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

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- (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)

[End of Section]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1 The following attachments shall be incorporated in and made a part of the model contract:

J.1-A Statement of Work

J.1-B Contract Data Requirements List (CDRL)

J.1-C Government Furnished Property (GFP) List

J.1-D Installation-Accountable Government Property (IAGP) List

J.1-F SpaceDOC III Management Plan

J.1-G Property Management Plan

J.1-H Safety and Health Plan

J.1-I Organizational Conflict of Interest Plan

J.1-J IT Security Applicable Documents List

J.1-K IT Security Management Plan

J.1-L NF 533M (Monthly Contractor Financial Management Report)

J.1-M NF 533Q (Quarterly Contractor Financial Management Report)

J.2 The following attachments are part of the Request for Proposal (RFP) only and shall not be incorporated into the model contract:

J.2-A Representative Orders, Attachments J.2-A-1, J.2-A-2, J.2-A-3, J.2-A-4

J.2-B Past Performance Questionnaire

J.2-C Total Compensation Plan

J.2-D Cost/Price Forms

J.2-E SpaceDOC II Historical Statements of Work – Orders*

J.2-F Labor Categories and Descriptions

J.2-I Instructions for Setting up a Box Account

**J.2-E is included as a historical reference only, to offer an insight into the type of work historically performed on SpaceDOC II. J.2-E includes both completed orders as well as orders expected to be active at the time of the SpaceDOC III award. Offerors are not to propose to any of these orders.*

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

[End of Section]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR RESPONDENTS**

K.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)**

**K.3 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING
IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN -
REPRESENTATION AND CERTIFICATIONS. (JUN 2020)**

**K.4 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS. (NOV 2021)**

(End of by Reference Clauses)

**K.5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR
1985)**

(a) The Offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[OFI]

[insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K.6 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541715.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition -

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the Offeror waives the price evaluation preference; or

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2 Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless -

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements - Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that -

(A) Are not set aside for small business concerns;

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services - Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations - Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance - Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

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(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitation containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan - Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications. This provision applies to all solicitations.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

 X (i) 52.204-17, Ownership or Control of Offeror.

 X (ii) 52.204-20, Predecessor of Offeror.

 (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

 (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification.

 (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Certification.

 (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

 (vii) 52.227-6, Royalty Information.

 (A) Basic.

 (B) Alternate I.

 X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [OFI - Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of Provision)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

K.7 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ [OFI] has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____ [OFI] _____

Immediate owner legal name: _____ [OFI] _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____ [OFI] _____

Highest-level owner legal name: _____ [OFI] _____

(Do not use a "doing business as" name)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(End of provision)

K.8 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [OFI] ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [OFI] (or mark "Unknown").

Predecessor legal name: [OFI] .

(Do not use a "doing business as" name).

(End of Provision)

**K.9 52.204-24 REPRESENTATION REGARDING CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT. (NOV 2021)**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services - Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(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. Nothing in the prohibition shall be construed to -

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(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. 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. Nothing in the prohibition shall be construed to -

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(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that -

(1) It [OFI] will, [OFI] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that -

It [OFI] does, [OFI] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services -

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(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment -

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services -

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

K.10 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION. (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25,

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Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [OFI] does, [OFI] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [OFI] does, [OFI] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

K.11 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (AUG 2020)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [OFI] ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [OFI] ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [OFI] ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have [OFI] ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☒ OFI ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K.12 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror **[OFI]** ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

K.13 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ **[OFI]** ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ **[OFI]** ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

K.14 52.209-12 CERTIFICATION REGARDING TAX MATTERS. (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ **[OFI]** ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ **[OFI]** ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

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(3) Has not [OFI] ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.15 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021).

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

____ (1) The Offeror certifies that -

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual

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unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless -

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has -

- (i) Waived application under U.S.C. 2593e(d) or (e); or

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(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of Provision)

K.16 52.225-2 BUY AMERICAN CERTIFICATE. (FEB 2021)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(3) The terms “domestic end product,” “end product,” and “foreign end product” are defined in the clause of this solicitation entitled “Buy American - Supplies.”

(b) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

K.17 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION. (AUG 2009)

(a) *Definitions.* As used in this provision -

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities,

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personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means -

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate -

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

K.18 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data - General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 included in

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this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*Offeror check appropriate block*] -

[OFI] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[OFI] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(End of Provision)

K.19 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA - REPRESENTATION (FEB 2012) (DEVIATION)

(a) Definition - "China" or "Chinese-owned" 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 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror is not China or a Chinese-owned company.

(End of Provision)

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[End of Section]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract provisions pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

L.2 52.204-6 UNIQUE ENTITY IDENTIFIER. (OCT 2016)

L.3 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

L.4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

L.5 RESERVED

L.6 52.207-1 NOTICE OF STANDARD COMPETITION (MAY 2006)

L.7 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE. (APR 2008)

L.8 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L.9 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)

L.10 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

**L.11 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (NOV 2021)
ALTERNATE IV (OCT 2010)**

L.12 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

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L.13 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

L.14 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS:

L.15 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)

L.16 1852.227-84 PATENT RIGHTS CLAUSES. (APR 2015)

L.17 1852.228-80 INSURANCE - IMMUNITY FROM TORT LIABILITY. (SEP 2000)

L.18 1852.233-70 PROTESTS TO NASA. (DEC 2015)

(End of by Reference Provisions)

L.19 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

(a) *Definitions.* As used in this provision –

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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(a) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(I) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

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(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

L.20 52.216-1 TYPE OF CONTRACT. (APR 1984)

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The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Core and CPFF and Firm-Fixed-Price (FFP) Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

L.21 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt by email from the Contracting Officer at paige.e.foreman@nasa.gov. (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.22 1852.215-81 PROPOSAL PAGE LIMITATIONS. (APR 2015)

(a) The following table contains page limitations established for each portion of the proposal submitted in response to this solicitation.

Volume	Title	Page Limit**	Number of Electronic Copies
I	Mission Suitability	100	1
I-a	SpaceDOC III Management Plan (PM-01)	25 (Not included in 100)	1
I-b	Evidence of Teaming Agreements	No Limit (Not included in 100)	1
I-c	Safety and Health Plan	20 (Not included in 100)	1
I-d	Key Personnel Resumes and/or Position Descriptions	10 (Not included in 100)	1

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I-e	Property Management Plan	10 (Not included in 100)	1
I-f	Organizational Conflict of Interest (OCI) Plan	No Limit (Not included in 100)	1
I-g	Technical Summary	300 words (Not included in 100)	1
I-h	Total Compensation Plan*	No Limit (Not included in 100)	1
II	Cost/Price	No Limit	1
III	Relevant Experience and Past Performance	25	1
IV	Signed Model Contract, SF33, and Section K Certifications	No Limit	1
IV-a	Ostensible Subcontractor Information	No Limit	1

*Subcontractors are allowed to submit their Total Compensation Plan directly to the Government.

**Prime Offeror and all Major Subcontractor (page limitation is for the total component (Prime and Major Subcontractor)).

(b) A page is defined as one side of a sheet, 8 ½” x 11”, with at least one-inch margins on all sides, using not smaller than 12-point type font. The font size for symbols in equations must be consistent with this guideline. Foldouts count as an equivalent number of 8 ½” x 11” pages. For example, a three-section foldout would be equal to three pages on the page limitation. Other limitations/instructions identified as follows:

- Only non-proposal material, e.g., page numbers, section titles, disclaimers, is permitted in headers and footers.
- Proposal must be single-spaced, typewritten, in English-language text and formatted using one column. Offerors may not use “condensed” or “narrow” font versions and may not adjust or otherwise condense a font or line from its default appearance.
- While text within figures and tables may use a smaller font, it must not be smaller than 10-point. Figure and table captions must follow the same font requirements and restrictions as the main proposal text.
- Expository text within the proposal shall not be located solely in figures or tables, or in their captions.
- Units must be reported in the common standard for the relevant discipline.

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- All pages of Volumes I, II, III, and IV should be numbered and identified with the Offeror's name, RFP number and date. Subsequent revisions, if requested, should be similarly identified to show revision number and date. A table of contents should be provided with figures and tables listed separately.
- Proposals shall not contain any embedded files or hyperlinks.

(c) Exclusions from Page Limitations:

1. Title pages, tables of contents, and divider pages (pages for division of proposal parts with no narrative text) are excluded from the page count specified in paragraph (a) above.
2. While the Cost/Price Volume has no page limit, this volume is to be strictly limited to cost and price information. Information the Government determines as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.
3. Sections having "No Limit" as specified in paragraph (a) above are excluded from the page count restrictions

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(f) Proposals may not include references to materials outside the proposal (e.g. published articles and sites on the internet) for information or material needed to either complete or understand the proposal.

(End of Provision)

L.23 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

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(b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The Offeror shall require all service subcontractors provide, as part of their proposal, the information identified in (a) through (c) of this provision for cost reimbursement or noncompetitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of Provision)

L.24 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Paige E. Foreman
Email: paige.e.forman@nasa.gov

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted by 5:00 PM ET on March 29, 2023 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of Provision)

L.25 PROPOSAL ACCEPTANCE PERIOD

It is requested that Offerors indicate, in Block 12 of the Standard Form 33 (SF 33), a proposal validity period of 180 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(End of Provision)

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L.26 ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA BOX

- (a) The Offeror shall submit its proposal via NASA Box, a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be protected, or contain links to data not included in the electronic copy. All electronic submissions shall be searchable and shall not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, evidence of teaming arrangements, as applicable). The Offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Major Subcontractors and Teaming Partners may submit their required proposal information separately using the instructions in this RFP. The Offeror is solely responsible for ensuring that proposal content submitted to NASA by its Major Subcontractor(s) or Teaming Partner(s) complies with all solicitation instructions.
- (b) All individuals intending to submit proposal content to NASA on behalf of an Offeror in response to this solicitation shall create a Box account in accordance with the instructions in Attachment J.2-I, Instructions for Setting up a Box Account. NASA recommends that Offerors, Major Subcontractors, and Teaming Partners create multiple Box accounts per company for redundancy (but only one Box account per individual). **Please note that it is the Offeror's responsibility to fully complete Steps 1 and 2 of the procedure described in Attachment J.2-I no later than 14 calendar days prior to the proposal submission deadline in Section L.27.** As Steps 1 and 2 of this procedure can take more than one day to fully complete, NASA strongly recommends that all individuals who intend to upload proposal files begin completing these steps more than 14 calendar days prior to the proposal submission deadline. **Failure by the Offeror to complete Steps 1 and 2 of the procedure described in Attachment J.2-I by 14 calendar days prior to the proposal submission deadline shall result in NASA rejecting any proposal content submitted by the Offeror** (i.e., at least one individual acting on behalf of the Offeror and each Major Subcontractor and Teaming Partner must first complete Step 1 of the procedure, and then the NASA Contracting Officer must be in receipt of the confirmation email described in Step 2, no later than 11:59 p.m. ET 14 calendar days prior to the proposal submission deadline).

The email address provided to the Contracting Officer in Step 2 must match the one used to set up the Box account. As described in Step 3 of the Attachment J.2-I procedure, the Contracting Officer will subsequently set up a folder for each individual name submitted in which only that individual can upload proposal documents. This methodology enables Offerors, at their own discretion, to view the proposal file(s) that they have uploaded and/or verify that the file(s) saved to Box in the format, size, etc. intended by the Offeror. NASA recommends that each Offeror independently verify that its proposal is complete. NASA will not verify receipt of proposals in part or in whole. NASA will only accept proposal content submitted through the methodology specifically described within this solicitation.

If an Offeror experiences problems when using the NASA Box system (e.g., Box account creation, login, file transfer), the Offeror shall contact the Contracting Officer via e-mail as

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soon as possible, and NASA will attempt to help the Offeror remediate the issue. **However, please note that, as more fully explained in paragraph (d) below, it is the Offeror's responsibility to timely submit complete proposals.**

The Offeror shall upload all proposal files to the folder that the Contracting Officer granted them access to in paragraph (b), above. If NASA receives multiple versions of a required proposal file (e.g., two versions of a Volume I—Mission Suitability), the Government will only evaluate the content within the most recent file submitted prior to proposal submission deadline and the Government will discard all prior versions.

- (c) Offerors are encouraged to include all individual proposal files within a single .zip file. Electronic file names shall be limited to letters, numbers, and single spaces, with the exception of the period that is required before the file extension (e.g., .zip, .pdf), in order to successfully upload and download files from the NASA Box system. The Offeror shall not use special characters “/” or “\” in file names. The Offeror should clearly label the contents of the file and include the name of the Offeror in the file name. Examples of acceptable file names are as follows (not specific to this solicitation):

Offeror name Solicitation number - MS Volume.pdf
Offeror name Solicitation number - PP Volume.pdf
Offeror name Solicitation number - Cost_Price Volume.xlsx
Offeror name Solicitation number - Model Contract.docx

Subcontractor and Teaming Partner submissions should follow the same naming nomenclature detailed above and include both the Prime and Subcontractor/Teaming Partner names for the Offeror Name.

Individual files shall not exceed 150 GB per file. Files shall not include password protection. NASA will not accept alternate proposal submissions.

- (d) The Offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the date and time specified in the solicitation (see FAR 52.215-1(c)(3)). The Government is not responsible for any failure attributable to the transmission or receipt of documents submitted using electronic means, including the missing of any submission requirements and established deadlines. Please note that uploading documents via NASA Box and the transmission of the files from the Offeror to the Government may not be instantaneous. To ensure timely delivery, per FAR 52.215-1(c)(3)(ii)(A)(1), the Offeror is encouraged to submit its proposal at least 24 hours prior to the due date specified in the solicitation.
- (e) Offerors shall submit each proposal Volume in the formats specified in the table below. Any document that NASA is unable to open will be considered non-responsive. Offerors shall not submit multiple formats of a single proposal file (e.g., one Microsoft Word file of Volume I – Mission Suitability and one Adobe PDF file of Volume I – Mission Suitability). If NASA receives multiple formats of a proposal file, NASA will use only the most recent version of

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the file in the Required File Format for evaluation. Note that the “Required File Format” below does not preclude, and is not inconsistent with, proposal file(s) submitted as .zip files (e.g., multiple Adobe PDF files and an Excel file that comply with the below table and that are uploaded within a single .zip file are permissible).

Volume	Required File Format
Volume I – Mission Suitability	Adobe PDF
Volume I Attachments	Adobe PDF
Volume II – Cost/Price Proposal (Narrative)	Adobe PDF
Volume II – Cost/Price Proposal	Cost/Price Forms in Microsoft Excel Remaining Cost/Price Volume II in Adobe PDF
Volume III – Relevant Experience and Past Performance	Adobe PDF
Volume IV – Model Contract	SF33 and Ostensible Subcontractor Information in Adobe PDF Sections B-K in Microsoft Word

Adobe PDF files must be compatible with Adobe Reader 2017 and be a fully text searchable document. The Offeror should generate “bookmarks” within each Adobe PDF file for each section and sub-section of the document. Bookmarks should be generated based on indexed entities appearing in the document table of contents. Adobe PDF files may not contain any embedded attachments. Microsoft Excel and Word files must be compatible with Microsoft 365.

- (f) Proposals shall include only the volumes and attachments that are specifically required within this RFP. NASA will discard any element of a proposal that was not solicited for or required, and proposals containing such unsolicited elements may be declared noncompliant and ineligible for selection and award.
- (g) Proposals shall be organized and submitted in a manner that clearly delineates between the four required proposal volumes. Each volume shall provide complete coverage of the topic, including responses to each item described in the proposal instructions. Each volume should include a table of contents (excluded from page limitations) applicable to the volume for ready reference to key parts, figures, and illustrations. For convenience, large volumes may be divided into parts, provided they are properly identified as such, e.g., “Volume II, Part I”, and must adhere to all other proposal format and page limitations instructions specified herein.

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- (h) A cover sheet should be contained as the first page of each volume, clearly marked as to volume number, title, solicitation identification and the Offeror's name. The Offeror is solely responsible for applying any markings to its proposal as it deems necessary, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. However, any markings applied by the Offeror that inappropriately inhibit or frustrate the evaluation and source selection procedures described by this RFP may result in NASA discarding the proposal and rendering it ineligible for selection and award.
- (i) All proposal volumes shall be marked throughout with the legend "SOURCE SELECTION INFORMATION - SEE FAR 3.104" on each page to support procurement integrity.

(End of Provision)

L.27 DUE DATE FOR RECEIPT OF PROPOSALS

- (a) The due dates and times for receipt of proposals is as follows:

<u>Volume</u>	<u>Title</u>	<u>Date</u>	<u>Local Time</u>
I	Mission Suitability Volume	May 3, 2023	5:00 p.m. ET
II	Cost/Price Volume	May 3, 2023	5:00 p.m. ET
III	Relevant Experience and Past Performance Volume	May 3, 2023	5:00 p.m. ET
IV	Completed Model Contract	May 3, 2023	5:00 p.m. ET

- (b) Proposals shall be submitted electronically per the instructions in L.26
- (c) Proposals received after the due dates shown above will be processed in accordance with FAR Clause 52.215-1 "Instructions to Offerors – Competitive Acquisition".

(End of Provision)

**L.28 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION.
(JAN 2011)**

- (a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

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(b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the Government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: at the Contractor's facility upon receipt of property for contractual use.

(End of Provision)

L.29 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY. (JAN 2011)

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(a) The Government will make the Government property listed in Attachment J.1-C, Government Furnished Property (GFP) List, available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The Offeror shall notify the Government, as part of its proposal, if they intend not to use the property and provide justification.

(b) The Government will make the Government property listed in Attachment J.1-D, Installation-Accountable Government Property (IAGP) List, available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The Offeror shall notify the Government of its intention to use or not use the property.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of Provision)

L.30 GRC 1852.223-73 GRC MODIFICATION (9/16) TO NFS 1852.223-73 -- SAFETY AND HEALTH PLAN (SEP 2016)

(a) The Offeror shall submit a safety and occupational health plan as part of its proposal in accordance with Safety and Health Plan (DID# PA-11)

The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(1) If the contract is for services and/or operations, the Safety and Health Plan shall be prepared in accordance with NASA Procedural Requirements (NPR) 8715.3 NASA General Safety Program Requirements, Appendix E.

(2) If the contract is for construction, the Safety and Health Plan shall be prepared in accordance with: 1) Chapter 17 of GLM-QS-1700.1, Glenn Research Center Safety Manual, and 2) the General Safety Specification 01 35 26.98.

(b) If the contract statement of work or specification includes site-specific and/or unique safety and health requirements, they shall be addressed in the Safety and Health Plan as well.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts or subcontract effort where the work will be conducted completely or partly on a Federally-controlled facility.

(d) This plan, as concurred in by the GRC Safety and Health Division, and approved by the Contracting Officer, will be incorporated as an Attachment in any resulting contract.

(End of Provision)

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L.31 GRC 1852.223-73 GRC MODIFICATION (9/16) TO NFS 1852.223-73 -- SAFETY AND HEALTH PLAN W/ (ALT I) (SEP 2016) ALTERNATE I (SEP 2016)

(a) The contractor shall submit a detailed safety and occupational health plan 30 days after award in accordance with Safety and Health Plan (DID# PA-11). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(1) If the contract is for services and/or operations, the Safety and Health Plan shall be prepared in accordance with NASA Procedural Requirements (NPR) 8715.3 NASA General Safety Program Requirements, Appendix E.

(2) If the contract is for construction, the Safety and Health Plan shall be prepared in accordance with: 1) Chapter 17 of GLM-QS-1700.1, Glenn Research Center Safety Manual, and 2) the General Safety Specification 01 35 26.98.

(b) If the contract statement of work or specification includes site-specific and/or unique safety and health requirements, they shall be addressed in the Safety and Health Plan as well.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts or subcontract effort where the work will be conducted completely or partly on a Federally-owned facility.

(d) This plan, as concurred in by the GRC Safety and Health Division, and approved by the Contracting Officer, will be incorporated as an Attachment to the contract via modification.

(End of Provision)

L.32 GRC 52.235-91 TECHNICAL SUMMARY (APR 2007)

The Offeror shall submit, as part of the proposal, an electronic copy Executive Technical Summary of the work to be performed under the resultant contract. The Summary shall consider the Statement of Work (SOW) included in this solicitation, and the Offeror's proposed technical approach to satisfy the SOW requirements.

The Summary shall be approximately 300 words in length and shall contain text only; no tables, scientific symbols, or graphics. The Summary shall be detailed enough to enable ready comprehension of the R&D effort to be conducted.

The Summary shall not contain proprietary, classified, or other confidential information. Pursuant to the R&D information integration requirements of Section 207 of the E-Government Act of 2002, NASA will post the Summary submitted by the successful Offeror to the Federal Procurement Data System at the time of contract award.

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The Summary is excluded from the page limitations specified in NFS 1852.215-81, included elsewhere in this Section L.

The electronic copy shall be submitted consistent with the instructions in L.26.

(End of Provision)

L.33 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2021)

(a) Notice. The Contracting Officer (CO) has determined that this acquisition may give rise to an organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The CO shall not award a contract until NASA determines any OCI is reasonably resolved. The CO has the sole authority to determine whether an OCI exists and to determine whether the conflict has been reasonably resolved. The OCI Submission, comprised of the Offeror's OCI Assessment and its OCI Plan, will not be evaluated as part of the Mission Suitability Factor. The OCI Plan will be considered in determining the contractor's responsibility to perform this contract. As such, the Government may conduct exchanges with any Offeror at any time during the evaluation process concerning its OCI Submission. A NASA CO approved OCI Plan shall be required in order for a contractor to be eligible for award of this contract. The proposed OCI Plan shall be consistent with all other areas of the proposal. Material inconsistencies between the OCI Plan and other proposal areas may render the proposal invalid, resulting in an unacceptable proposal that is ineligible for award. The proposed OCI Plan is not page limited. The plan shall be included as part as the proposal as a separate attachment, consistent with the solicitation instructions.

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

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

(2) There is a concern that the successful contractor or its proposed subcontractor(s), as part of its performance of a Government contract, obtains access to another contractor's proprietary, business confidential, or financial data and/or non-public Government information, which may provide the firm an unfair competitive advantage in a future competition. The Contractor shall protect this data/information from unauthorized use and disclosure and agrees not to use it, either directly or indirectly, in any proposals responding to a future Government solicitation.

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(3) There is a concern that the successful contractor or its proposed subcontractor(s) judgment and objectivity in performing their contract requirements may be impaired due to the fact that the substance of the contractor's performance has the potential to affect other interests of the contractor, thereby impairing the contractor's judgment and objectivity.

c) Responsibility of Offeror.

1. Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an OCI associated with the proposal it submits. The Offeror must explain the actions it intends to use to resolve any OCI identified by the Government or identified through its own assessment.
2. Offerors shall inform the CO of any potential conflicts of interest, including those involving contracts with other Government organizations, as part of the OCI Submission in paragraph (g) below. The CO will use this information to determine whether resolution of those conflicts will be required.
3. If the Offeror's proposed action to resolve an OCI is not acceptable, the CO will notify the Offeror, providing the reasons why its proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the OCI. In the event that the Offeror is not successful in resolving an identified conflict to the satisfaction of the CO, the Offeror may be determined to be ineligible for award.

d) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –

1. there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or
2. the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

e) Termination for default or termination for cause. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the CO, the Government may terminate the contract for default or cause.

f) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.

g) The Offeror's OCI Submission, which will be considered part of the Business Volume, shall contain the following:

1. OCI Assessment. The Offeror shall identify any organizational interests (financial, contractual or other) that would be affected by performance of the Space Doc III requirements, whether by it or its proposed subcontractors. This includes recently performed (within three years prior to the proposal due date), currently performed, or planned work (including future competitive proposals), whether as a prime contract holder or a subcontractor.

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A) The Offeror shall include a list of all of its and its proposed subcontractor's NASA contracts and subcontracts in its submission. For each contract and subcontract listed by the prime contractor and its subcontractor, the Offeror shall: (1) identify the contract number; (2) identify the name, address, and telephone number of the customer(s); (3) describe the scope of work in sufficient detail to ascertain the likelihood of a conflict with performance of the SOW requirements of this contract; and (4) discuss any potential conflicts arising from performance of the listed contracts and award of this contract and any safeguards to be implemented by the Contractor to avoid, mitigate, or neutralize the conflicts.

B) For non-NASA contracts, the Offeror shall list any of its and its proposed subcontractor's contracts or subcontracts that may give rise to an OCI. For each contract and subcontract listed, the Offeror shall: (1) identify the contract by number and name; (2) identify the name, address, and telephone number of the customer(s); and (3) describe the potential conflict and any safeguards to be implemented by the Contractor to avoid, mitigate, or neutralize the conflict.

C) For financial or other conflicts that could arise from performance of the SOW requirements of this contract, the Offeror shall address the nature and extent of the financial interest and any entity or entities involved in the financial relationship.

D) If any of the interests identified above may give rise to a conflict or potential conflict, the Offeror shall address how it will avoid, neutralize, or mitigate the OCI. Sufficient information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of SETS.

2. OCI Plan. The Offeror shall submit an OCI Plan that, once approved by the CO, will be incorporated into any resulting contract. The Plan shall contain the following:

A) Demonstration of ability to define and properly identify the three types of organizational conflicts of interest that may arise (Unequal Access to Information, Biased Ground Rules, and Impaired objectivity).

B) Identification and description of company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.

C) Description of how the Offeror intends to notify employees of the requirements of this plan and to document that employees received such notice. To the extent this requirement is accomplished through employee training, the Plan shall include a copy of the template to be used for training certification.

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D) Description of how the Offeror will report any breaches to the CO, and implement any necessary corrective actions. The Plan should reflect that the Offeror will immediately implement any corrective action steps needed to negate or mitigate the impact of a breach, while also notifying the CO of the breach and coordinating its proposed corrective action approach with the CO as quickly as practicable. Final resolution of the corrective action must be approved by the CO.

E) Identification of any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.

F) Reporting of all potential/actual OCIs identified during performance of the contract to the CO. An OCI report shall include (1) a description of the conflict, (2) the plan for resolving the conflict, and (3) the benefits/risks pertaining to contract performance associated with plan approval/acceptance.

G) Explanation of how the contractor will flow down the provisions of this mitigation plan to any subcontractor that may have a conflict with regard to performing the requirements of the Space Doc III contract.

H) Description of any organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.

I) Detailed discussion of neutralization, mitigation or avoidance measures for any conflict or potential conflict identified in the Offeror's OCI Assessment provided in response to paragraph (g)(1) above.

J) Explanation of how the Plan will be updated to address OCIs that may arise during performance. The Plan should reflect that any updates must be approved by the CO and the updates/changes to the Plan must be incorporated in the contract to be effective.

K) As the SpaceDOC III contract contains NASA FAR Supplement clause 1852.237-72, Access to Sensitive Information, the Plan shall also address all items required by that clause, including:

- i. Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- ii. Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- iii. Allow access to sensitive information only to those employees that need it to perform services under its contract.
- iv. Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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- v. Include a non-disclosure statement, a requirement for employees having access to sensitive information.
- vi. Include a Cleared Authorized Employees List for contract or order.

(End of Provision)

L.34 OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

If the Offeror proposes using Teaming Partners, Major Subcontractors or Joint Venturer, the Offeror shall describe and explain its approach to teaming and subcontracting, and its compliance with the Small Business Administration's (SBA) Ostensible Subcontractor Rule. Include specific details so that the Government can determine that the prime Contractor making the offer will be performing the primary and vital requirements for the contract. The description and explanation shall include the following:

- (a) Rationale for each of the Teaming Partner, Major Subcontractor or Joint Venturer arrangements
- (b) Identification of points of contact
- (c) Business size of each Teaming Partner, Major Subcontractor or Joint Venturer
- (d) Identification of the party that will be managing the contract
- (e) The Teaming Partner that led pursuit of the Contract
- (f) The degree of collaboration in preparing and submitting the proposal
- (g) How management and control policies will be implemented
- (h) How work will be controlled, reported, and reviewed
- (i) Accessibility and flow of relevant support from internal and external sources, such as parent organizations, Teaming Partner, Major Subcontractors or Joint Venturer
- (j) Description of the integration (if any) of Teaming Partner, Major Subcontractors or Joint Venturer into the management and supervisory hierarchy
- (k) Identification of each party that possesses the background and expertise necessary for contract performance
- (l) Identification of Teaming Partner, Major Subcontractor or Joint Venturer that will perform the more complex and costly contract functions
- (m) Description and amount of the work to be performed by each party (Offeror, Teaming Partner, Major Subcontractor and Joint Venturer), including the associated SOW paragraphs,

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percentage of the total work to be performed by each party, and whether each party will perform discreet tasks or a commingling of personnel from each party will perform each task

(n) Distribution of fixed fee between prime Contractor and Teaming Partner, Major Subcontractors or Joint Venturer

The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA.

Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14 may result in elimination of the Offeror from award. The Offeror is cautioned to ensure that its teaming/major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the Small Business Administration. In the event an Offeror's proposal is determined to be unacceptable based on the SBA Ostensible Subcontractor Evaluation, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

All Joint Ventures proposed by the Offeror must be officially approved by the SBA prior to contract award.

NOTE: The Government collects this information in anticipation of the SBA's size determination regarding any proposed final contract award. This information shall be included in the Offeror's Volume IV.

(End of Provision)

L.35 INSTRUCTIONS FOR VOLUME I – MISSION SUITABILITY

The Mission Suitability Volume shall set forth, in detail, the Offeror's method for accomplishing the technical, product assurance and management requirements specified in this Request for Proposal (RFP); knowledge of the elements comprising the effort; and measures that will be taken to ensure effective, efficient, timely, and quality performance. The Offeror shall address the factors being evaluated as set forth in Section M in terms of proposal content and sequence of presentation. In the event that other organizations are proposed as being involved in the conduct of this work, their relationship during the effort shall be indicated, and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as applicable.

When preparing a response to this section, the Offeror shall not assume that proposal evaluators are aware of any company capabilities, resources, plans, organizations, or other information that is relevant to accomplishment of the requirements in this RFP. The Government's evaluation of the Offeror's response to this section will be based on written information provided in the

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Offeror's proposal, in accordance with the instructions below. Information incorporated by reference will not be evaluated.

Offerors are not required but are permitted to propose realistic and effective innovations and efficiencies that meet or exceed the requirements of the SOW and the RFP. Any innovations and efficiencies that an Offeror proposes should be incorporated into the section of the Mission Suitability subfactor or element that it relates to and should be supported by demonstrative evidence of the effectiveness of the proposed innovation(s) and/or efficiency(ies). Note: Innovations and efficiencies refer to use of approaches that result in more effective processes, products, cost control, schedule management, or improved productivity and performance.

Offerors should ensure that the proposed approach in the Mission Suitability Volume reconciles with the cost/price volume. All cost/price estimate information shall be included in the Cost/Price volume.

Offerors are instructed to structure their proposals as specified in the following paragraphs to facilitate the evaluation process. Specifically, each segment of the proposal should address completely the related evaluation factor and be outlined so that it completely addresses, in the same sequence, each subfactor, element or paragraph of the related instructions below.

The proposal should be organized according to the following general outline. This general outline is provided for organizational purposes only. There will be no scoring below the subfactor level.

FACTOR 1 - MISSION SUITABILITY

Subfactor 1 - Understanding Technical Requirements

UR1 Representative Base Orders

UR2 Coordination between Government, Contractor, and PIs

UR3 Understanding the Approach to Meeting the Technical and Engineering Requirements

Subfactor 2 - Product Assurance

PA1 Safety, Health, and Environmental Management

PA2 Product Assurance

Subfactor 3 - Management Plan and Approach

MP1 Phase-In Plan

MP2 Organizational Structure and Relationships

MP3 Project Management

MP4 Property Management

MP5 Staffing, Recruitment, Retention, and Compensation

MP6 Off-site Facilities and On-site Staffing Support

MP7 Risk Management

Subfactor 1 – Understanding Technical Requirements (UR)

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The Offeror shall demonstrate a thorough understanding of the requirements of the RFP, providing a comprehensive and integrated approach to the development and operation of space flight hardware and software.

UR1 Representative Base Orders

Four representative Base Orders are attached to this solicitation and identified as follows:

J.2-A-1 Base Order No. 1 Miniature X-ray Device (MXD)

J.2-A-2 Base Order No. 2 Lunar Communications

J.2-A-3 Base Order No. 3 Liquid Crystal – Thailand (LC-T)

J.2-A-4 Base Order No. 4 AFE Avionics Unit

These representative Base Orders are only hypothetical orders that are being used in this RFP for illustrative purposes to evaluate the Offeror's approach to implementation of the types of Base Orders that could be in CLINs 0003, 0004, 0006, 0007, 0009, 0010, 0012, 0013, and 0014.

These are not current orders and there is no expectation that these orders will be awarded in the future under the SpaceDOC III contract.

For representative Base Order No. 1, the Offeror shall provide a narrative explaining the following:

1. The Offeror shall describe the process to conduct a fair, comprehensive, and repeatable trade study of candidate commercially available miniature x-ray technologies.
2. The Offeror shall describe the steps necessary to conduct a fair and comprehensive technology down select for use in the miniature x-ray device.
3. The Offeror shall describe the processes that are needed to ensure commercially available technologies or devices can be ruggedized to survive the environments of launch and microgravity operations.
4. The Offeror shall describe the potential risks that exist in the process of modifying commercially available devices for spaceflight.
5. The Offeror shall identify the skill mix they would utilize along with rationale and describe how the overall team would be organized.

For representative Base Order No. 2, the Offeror shall provide a narrative explaining the following:

1. The Offeror shall identify the skill mix they would utilize along with rationale and describe how the overall team would be organized.
2. The Offeror shall identify and describe OTHRCOM risks and technical challenges and system engineering approaches to mitigate or resolve them. The risks and technical challenges shall include those identified in the base order as well as any Contractor defined risks and technical challenges in the OTHRCOM implementation phase.
3. The Offeror shall identify and describe manufacturing and assembly (M&A) challenges and approaches to resolve them. The M&A challenges shall include those identified in

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this base order as well as any Contractor defined M&A challenges in the OTHRCOM implementation phase.

4. The Offeror shall describe the approach to the verification and testing program for the OTHRCOM. The verification and testing program shall include prototype, qualification, and flight testing and verification.

For representative Base Order No. 3, the Offeror shall provide a narrative explaining the following:

1. The Offeror shall describe the key interfaces and their challenges in the execution of this Order and how they would ensure successful communication and coordination with those interfaces.
2. The Offeror shall identify the skill mix they would utilize along with rationale and describe how the overall team would be organized.
3. The Offeror shall identify the key risks and challenges for this order and how they would propose to mitigate them.
4. The Offeror shall describe their approach to manage the integration of the experiment with the Blue Origin vehicle, New Shepard.
5. The Offeror shall describe their approach to the overall operations of this experiment on the ISS.

For representative Base Order No 4, the Offeror shall provide a narrative explaining the following:

1. The Offeror shall define their overall approach to determining the adequacy of the drawings and supporting documentation that would be provided by the Government.
2. The Offeror shall describe their process for accepting or rejecting of residual parts from NASA for incorporation into the build.
3. The Offeror shall describe their make vs. buy decision process for manufacturing and procurement of parts along with the controls that are in place for acceptance of parts from vendors.
4. The Offeror shall describe their key inspection points in the assembly and integration of the unit.
5. The Offeror shall describe how they would determine milestone payments for this sample DO.

*NOTE: For clarification, deliverables identified in the representative Base Orders 1-4 were included for Order completeness and illustrative purposes. Responses to Base Orders 1-4 should include responses to the topics above, not the deliverables identified in the Base Order itself.

UR2 Coordination between Government, Contractor, and PIs

The Offeror shall describe how timely interactions between the hardware development teams, the GRC BO/DO Managers and/or Project Scientists will be facilitated during hardware concept

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definition, development, and testing to ensure the Principal Investigator's (PI's) science or other customer requirements are satisfied. Describe the relationship required between the PI/Project Scientist or other customers and the hardware developer to assure the successful project completion.

The Offeror shall describe the process that will provide customer (e.g., PI and science team or other customers) access and use of hardware and/or software early in the development cycle as well as in the latter stages of hardware development.

UR3 Understanding the Approach to Meeting the Technical and Engineering Requirements

The Offeror shall describe the approach to incorporate system requirements and system engineering in all aspects of space flight systems development from concept definition through operations.

The Offeror shall describe the approach to determining appropriate level of documentation required for various development efforts.

The Offeror shall describe the role of reviews and documentation, and their approach to implementing these items on the contract. Include the approach for tracking and resolving issues that are identified at reviews.

The Offeror shall describe process for reviewing and approving engineering documents such as schematics, drawings, calculations/analyses.

The Offeror shall describe the approach for risk mitigation during flight hardware and software development by utilizing ground-based systems. Include the timeframe when the hardware is to be utilized and the fidelity and purpose of each unit.

The Offeror shall describe the process for identifying and correcting design flaws, system performance deficiencies, fabrication deficiencies, and other technical problems.

The Offeror shall describe the challenges and approach to meeting integration requirements associated with various commercial launch vehicles and space platforms.

The Offeror shall describe the approach to identify and propose alternates to the design and construction standards listed in the SOW to the Government for approval.

Subfactor 2 – Product Assurance (PA)

PA1 Safety, Health, and Environmental Management

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The Offeror shall submit a Safety and Health Plan specific to the performance of this contract. The Safety and Health Plan shall include all pertinent information described in DID #PA-11.

PA2 Product Assurance

The Offeror shall describe an overview of their Product Assurance support to programs and projects. The Offeror shall describe their experience and knowledge in preparing and implementing a Safety and Mission Assurance Plan (SMAP).

The Offeror shall describe an overview of their Quality Assurance program. They shall describe their AS 9100 certifications, or if they are in the process of becoming certified, the schedule and steps that will be taken to obtain certification. The Offeror shall also describe their Problem Reporting And Corrective Action (PRACA) system and their approach to qualifying suppliers.

The Offeror shall describe how they implement the requirements for flight system safety and ground safety operations.

The Offeror shall describe how they assure that all space flight materials used meet all relevant safety requirements and can be flight certified by NASA.

The Offeror shall include an overview of their reliability, availability, and maintainability engineering program. The Offeror shall also describe their Electrical, Electronic, and Electromagnetic (EEE) Parts program and how they use their Failure Modes and Effect Analysis (FMEA) to increase the effectiveness of the EEE Parts procurements.

The Offeror shall describe their process for performing software assurance for all flight-related software/firmware (including that used for ground support or mission operations).

The Offeror shall describe the process for qualifying suppliers and selecting or using suppliers who may not yet be qualified.

Subfactor 3 – Management Plan and Approach (MP)

Offerors should ensure that the proposed approach in Program Management reconciles with the cost/price volume. Offerors shall fully describe roles and function of Offeror proposed Program Management labor categories. Every Offeror proposed Program Management labor category shall be clearly traceable to the cost/price volume and cost/price forms. The Offerors are not permitted to leverage the Government-provided Non-Management labor categories and hours in the Offeror developed Program Management approach. All cost/price estimate information shall be included in the Cost/Price volume.

MP1 Phase-In Plan

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The Offeror shall describe a plan to ensure an effective phase-in of the contract within 3 months of award. The phase-in will consist of all activities needed for the Offeror to prepare to begin performance on all of the Base and Delivery Orders including but not limited to establishing the workforce and management team, allocating office space, conducting training. The phase-in will also include efforts to efficiently transition work content and GFP from the incumbent contractor to the new contractor. During this phase-in, the contractor is expected to respond to approximately 16 Base Order requests. At a minimum, the plan shall include:

- a. A narrative of the approach to assume full contract responsibility 3 months after contract award including a "transition schedule" that identifies the timeframe and sequence for all proposed contract transition activities and milestones.
- b. A narrative of the management, staffing, and responsibilities of the phase-in team and differences in roles and responsibilities between the permanent staff and any temporary, phase-in staff: should any exist.
- c. A narrative of the plans for establishing the workforce, including any plans for hiring employees of the incumbent contractor.
- d. A narrative of the plan to acquire technical understanding of the present work, transition those current activities, and minimize any disruption to on-going work. Describe transition activities needed from the incumbent (ZIN Technologies) to the Offeror required to facilitate the handover of the existing orders.
- e. A narrative of any training or orientation of personnel that will occur during phase-in.
- f. A narrative of the plan to take possession of the GFP in Attachment J.1-C. If the Offeror intends not to use some or all of the GFP, a justification shall be provided.

MP2 Organizational Structure and Relationships

1. Management Structure

The Offeror shall discuss its approach to managing the overall contract activity as described below.

The Offeror shall provide an organizational chart and a narrative description of the organization (down to the major discipline level) to perform the contracted effort. This organizational chart and narrative shall include description of work efforts and percentage of work that the Offeror expects to obtain through joint ventures, teaming, major and minor subcontracting, or consulting agreements, over the life of the contract.

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The Offeror must be staffed with highly qualified people (key personnel) for the proposed organizational structure to meet the contract and overall order requirements.

The Offeror shall identify up to a total of ten key personnel for key positions in the Offeror, Major Subcontractors, Teaming Partners, or Joint Venturers proposed organization structures. These key positions should reflect 1) the manager in charge of each of the main organizational, technical, and programmatic elements relating to this effort, including the Program Manager, and 2) the positions that represent core technical expertise. For each key personnel proposed, the Offeror shall submit a 1-page resume. If the key personnel have not been identified, the Offeror shall summarize the technical and managerial qualification requirements in a position description. The total number of resumes and position descriptions submitted shall not exceed ten.

2. Interface with Government

The Offeror shall describe Government to Contractor (including team partnerships) interfaces. Describe how communication between the Government's technical representatives and the Contractor's technical counterparts would be facilitated at both the overall contract and project/order levels.

The Offeror shall define the method or methods in the proposed Government to Contractor relationship that will provide for appropriate communication to foster win-win approaches to resolving cost, schedule and/or technical issues.

3. Interface with Subcontractors

If the Offeror intends to utilize a Major Subcontractor, where a Major Subcontractor is defined as an entity that has a contract value that equals or exceeds 10% of the value of the Core contract value, the Offeror shall provide letters of intent or evidence of teaming agreements with the Major Subcontractors. In addition the Offeror shall indicate if they intend to use any Minor Subcontractors, which is defined as a subcontractor having a contract value less than 10% of the value of the core contract value. Describe each subcontractor's significant areas of responsibility and their ability to perform the work.

MP3 Project Management

1. Project Plan Development, Project Management/Control Practices

The Offeror shall submit a SpaceDOC III Management Plan specific to the requirements and performance of the SpaceDOC III contract. The SpaceDOC III Management Plan shall include all pertinent information described in SpaceDOC III Management Plan (DID# PM-01).

The Offeror shall describe work content that will be under the Project Management Organization (PMO) CLIN, how it will be organized, the skills required, and the approach for determining the

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size of the workforce in PMO. Lack of PMO resource realism may adversely affect Mission Suitability scores, and result in cost realism adjustments.

2. Method to develop and track cost

The Offeror shall describe the approach to developing cost plans and what processes would be used to forecast cost, track cost, identify and report cost growth, and what methods would be used to control cost and mitigate cost growth.

The Offeror shall describe the purchasing and accounting systems and processes that enable accurate cost reporting, tracking, and controls, with emphasis on compliance with NASA's cost-reporting requirements (as stated in DID# CD-01) and adherence to the proposed cost estimates.

3. Method to develop and track schedules

The Offeror shall describe how schedule tasks, milestones and critical paths would be developed and how performance would be tracked and managed to stay on schedule.

The Offeror shall describe the tools and processes used to develop schedules and assure that overall Base Order/Delivery Order performance adheres to the baselined schedule.

4. Configuration Management

The Offeror shall describe the activities, requirements, guidelines, and documentation for configuration management, including government access to contractor's CM system. This shall include identification of the product at various points in time, the control of changes to configuration of the product, maintenance of the integrity and traceability of the product and preservation of the records of the product.

MP4 Property Management

The Offeror shall deliver a Property Management Plan to address FAR 52.245-1, Government Property (Sep 2021) and the contract property clauses in the model contract as related to Government property.

MP5 Staffing, Recruitment, Retention, and Compensation

The Offeror shall describe the Staffing, Recruitment, Retention, and Compensation Plan to effectively staff the contract. The Plan shall address the following areas:

1. Staffing levels, skill mix, sources of personnel, recruitment of employees (short and long term), training, mentoring, and career development. Identify any skills and competencies that may be in short supply or are critical and provide an approach to recruit and retain employees in these categories.

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2. Methods for ensuring staffing flexibility and the strategy for dealing with workforce fluctuations, including (a) the accessible resources to support a surge in staffing requirements, (b) the necessary decrease in staffing due to project cancellation, technical de-scope, and/or a relaxation in schedule throughout the life of the contract, and (c) the decision process used to make adjustments to workforce due to changes in Base Order/Delivery Order priorities. Describe the procedure for obtaining these resources, category of resources, the lead-time involved, and the corporate commitment to providing these resources as well as the procedures for staff decreases and retention of key skills and capabilities.
3. Describe the approach for staff motivation and retention. This description shall include the past effectiveness of similar programs, or, in the absence of similar programs, the rationale for the likely effectiveness of the proposed approach.
4. Personnel cost savings strategy, recognizing the need to adjust the workforce skill mix to meet changing requirements, without sacrificing quality of performance.
5. A total compensation plan that addresses the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees and NFS 1852.231-71, Determination of Compensation Reasonableness. If a subcontractor(s) wants to share this information with the prime contractor, the total compensation plan information for subcontractor(s) ONLY may be submitted separately to the Government via NASA Box in accordance with Section L.26. This supplemental information shall only address the total compensation plan. Any information not directly related to the total compensation plan will not be evaluated and will be returned.

MP6 Off-site Facilities and On-site Staffing Support

The Offeror shall describe the office facilities at the primary work site including overall capacity (square feet), areas dedicated for conference rooms and staff, geographic location, physical security, age and condition, communication and data links, video conferencing capability, capacity to accommodate staffing increases, and whether the facility is owned or leased and currently operational. The Offeror shall describe any satellite office facilities including overall capacity (square feet), areas dedicated for conference rooms and staff, geographic location, age and condition, communication and data links, video conferencing capability, capacity to accommodate staffing increases, and whether the facility is owned or leased.

The Offeror shall describe the manufacturing and fabrication facilities in terms of capacity (square feet), physical security, equipment, machines, availability, geographic location and options considered, age and condition, capabilities, and whether the facility is owned or leased and currently operational.

The Offeror shall describe the assembly, test and laboratory facilities in terms of capacity (square feet), availability, geographic location, physical security, age and condition, capabilities, whether the facility is owned or leased and currently operational. The Offeror shall describe any

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government furnished assembly, test and laboratory facilities listed in Attachment J.1-D that would be needed to satisfy contract requirements.

The Offeror shall provide their NASA GRC on-site and Contractor off-site facility and staffing approach and overall support for GRC integration, testing, and operation type activities. These integration, testing and operation activities, especially in support of the GRC TSC and ISS FCF operations, require on-site support at NASA GRC in the utilization of testing equipment, ground integration units, TSC sustaining and operations support, and shift on-console operations from the TSC. In addition, the Offeror shall describe their approach to accommodate the required on-site staffing at the TSC for 3 personnel for TSC sustainment and data analysis.

The Offeror shall identify the location(s) of their off-site facility(ies) for their workforce and how they plan to cost-effectively manage their workforce at both NASA GRC and Contractor off-site location(s). This shall include how the Offeror will be responsive to supporting interactions and meetings during the core working hours for the NASA GRC team (9:30AM – 2:30PM ET) and minimize cost of travel and shipping to and from NASA GRC. Explain how the use of workforce at multiple locations will be beneficial to NASA.

MP7 Risk Management

The Offeror shall submit an overview of their continuous risk management process to identify, analyze, plan, track, and control the risks associated with hardware, software, and documentation as well as government access to the contractor's risk management system.

(End of Provision)

L.36 INSTRUCTIONS FOR VOLUME II – COST/PRICE

It is the intention of the Government to issue a Cost-Plus-Fixed-Fee (CPFF) Core and CPFF/Firm Fixed Price (FFP) Indefinite-Delivery/Indefinite-Quantity (IDIQ) delivery orders. The IDIQ delivery orders will be CPFF or FFP delivery orders. The awarded contract will have a three (3) month Phase-In, a three (3) year Base Performance Period, two (2) two (2) year Option Periods, and an optional six-month extension period.

Contract Period	Duration	Dates
Phase-In	3 months	September 1, 2023 – November 30, 2023
Base Period	3 Years	December 1, 2023 – November 30, 2026
Option Period 1	2 Years	December 1, 2026 – November 30, 2028
Option Period 2	2 Years	December 1, 2028 – November 30, 2030
6-Month Extension	6 Months	December 1, 2030 – May 31, 2031

A price analysis will be conducted by evaluating the prices proposed in response to this solicitation (FAR 15.404-1(b)). The evaluations may include, but are not limited to, comparing

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the prices proposed in response to this solicitation, comparing the proposed prices to historical prices for the same or similar items purchased by the Government, and comparing the proposed prices to the Independent Government Cost Estimate.

Cost Realism will be evaluated in accordance with FAR 15.404-1(d) at the overall proposed cost/price level. The Government will conduct a cost realism analysis by independently reviewing and evaluating the Offeror's proposed cost/price, by element, to determine whether the estimated proposed costs/prices are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror's technical proposal. The Government will derive a probable cost, which is determined by adjusting each Offeror's proposed cost/price, and fee when appropriate, to reflect any additions or reductions in cost/price elements to realistic levels based on the results of the Government's Cost Realism Analysis. The probable cost may differ from the proposed cost/price and will reflect the Government's best estimate of the Offeror's proposal. The probable cost will be used for the purposes of evaluation to determine the best value.

Should the Government deem it necessary, comprehensive audits of the prime and/or Major Subcontractor proposals may be performed by the Offeror's Cognizant Agency, an independent public accounting firm (pursuant to NFS 1815.404-2(a)(1)(F) "Use of Contractor to Perform Contract Audit Services"), or other Government agency. These audits may include business system audits such as audits of the Offeror's accounting, estimating, purchasing, compensation, and/or other internal controls.

Throughout the Cost/Price Volume instructions, the term "Offeror" is defined as the Prime Offeror which may be a Joint Venture.

For proposal purposes, Major Subcontractor is defined as subcontractor or Inter-/Intra-Work Transfer Authorizations (IWTA) having a contract value that equals or exceeds 10% of the value of the core contract value. Minor Subcontractors are defined as subcontractor having a contract value less than 10% of the value of the core contract value.

Offerors and/or Major Subcontractor(s) must provide a Cost/Price Volume as directed in the Government instruction provided in Section L of this solicitation. Cost/Price Information for Minor Subcontractor(s) shall be provided in the Offeror's Forms. All Minor Subcontractor(s) shall be broken out separately by the Offeror in the Offeror's Forms See Forms 2 and 3 for instructions on the level of detail required.

Major Subcontractor Information

Major Subcontractors are required to submit their respective cost breakdowns. Specifically, Major Subcontractors are instructed to complete the "Schedule of Rates Subk(x)" and the "Indirect and Other Rate" Forms. Major Subcontractors shall also provide cost/price narrative (Basis of Estimate) information utilizing the instructions of this Section L of this solicitation.

Major Subcontractors are required to submit their information along with the Offeror's proposal and may do so in separate electronic files.

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In a case where the Offeror's Cost/Price Volume does not contain full cost information for a specific Major Subcontractor, the Major Subcontractor must forward an unsanitized Cost/Price Volume directly to the Government via NASA Box in accordance with Section L.26 no later than the closing date of the solicitation in accordance with Section L.27. When a Cost/Price Volume submission is made directly to the Government, the Major Subcontractor must clearly identify the Offeror and RFP to which their submitted cost data applies. Major Subcontractor submissions must conform to the same compliance standards applicable to the Offeror (including electronic submissions). Alternatively, in lieu of direct submission to the Government, Major Subcontractor(s) may provide unsanitized electronic submittals via email to the Offeror for inclusion with the Offeror's Cost/Price Volume submittal to the Government.

Minor Subcontractor Information

All Minor Subcontractors shall be broken out separately by the Offeror in the Offeror's Excel Cost Forms outlining the level of support intended to be provided by the Minor Subcontractor.

A breakdown of costs/prices proposed by Offeror and all subcontractors shall be provided in the Offeror's Cost/Price Volume.

General Instructions

(1) Data Other Than Certified Cost or Pricing Data

(a) The Contracting Officer has determined there is a high probability of adequate price competition for this acquisition. Therefore, the submission of certified cost or pricing data is not likely (FAR 15.403-1). However, in order to determine price reasonableness, limitations on subcontracting, and future modification(s) to the resultant contract, Offerors are required to submit Data Other than Certified Cost or Pricing Data pursuant to FAR 15.403-3. The Government reserves the right to request certified cost or pricing data if the following scenarios occur: proposed prices appear unreasonable or unrealistically low; there are concerns the Contractor may default; and/or if the Government does not receive two or more priced offers that satisfy the Government's expressed requirement from two or more responsible Offerors competing independently (FAR 15.403-1(c)).

(b) Offerors and Major Subcontractors shall comply with the instructions in this section and those on the Cost Forms, J.2-D. Offerors and Major Subcontractors shall include sufficient detail to support and explain all costs proposed, giving figures and a narrative explanation (including all assumptions). The Offeror and Major Subcontractor should prepare their Cost/Price Volume in a manner that is consistent with its current accounting system. An Offeror's failure to comply with all Cost/Price Volume instructions (including those for electronic submissions) may result in rejection of its proposal.

(2) Cost/Price Proposal and Forms

(a) The Offeror and Major Subcontractor are required to complete the Excel Cost Forms, hereinafter referred to as "Forms" in J.2-D of this solicitation. Forms must be in Excel format,

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with formulas intact. Forms completed in excel, are to be converted to PDF and included within the Offeror's Cost/Price Volume. However, Forms only submitted in PDF formats are not acceptable. Forms are also required to be submitted in Excel format as a separate attachment to the Cost/Price Volume. Should the PDF and Excel version of the Forms differ, the PDF will take precedence. The automated Forms workbook provides a comprehensive working model of the Offeror's Cost/Price Volume. When manipulated by the Government, the Forms must compute the impact of individual cost element changes on the total estimated cost/price. An error free Forms workbook is essential to ensure a correct and timely evaluation of proposed cost/prices. All formulas used in the workbook must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheet worksheets is anticipated, the use of external links (to source data not provided in the workbook) is prohibited. The Forms must contain no macros or hidden cells. The Forms, or any supporting Cost/Price information provided, shall not be locked/protected or secured by passwords in part or in whole. Offerors, IWTAs and Major Subcontractor(s) must tailor the Forms to conform to their estimating and accounting systems. The Offeror's Cost/Price Volume shall encompass all costs associated with the requirements of this solicitation and shall comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.

(b) A prerequisite for award is the Offeror must have an accounting system capable of accurately collecting, segregating, and recording costs by contract (FAR 16.301-3(a)(3)), as well as capable of excluding unallowable costs and meeting all requirements set forth in FAR 52.216-7, Allowable Cost and Payment. A contract may only be awarded to an Offeror who is determined to have an adequate accounting system and determined responsible in accordance with FAR 9.104. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert such an intended reliance for the performance of the contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy.

(c) The instructions for J.2-D. Cost Forms are explained below. J.2-D includes the following Forms, which are to be completed by the Offeror, Major Subcontractor, or both parties where required:

- CLIN Summary
- Form 1, Proposed Effort Detail
- Form 2 - Summary of Hours
- Form 3 - Summary of Rates
- Form 3a - Schedule of Rates Prime
- Form 3b – Schedule of Rates Subk1
- Form 3c – Schedule of Rates Subk2
- Form 3d – Schedule of Rates Subk3
- Form 4 – Indirect & Other Rates
- Form 4a – Fringe Rate Build-up
- Form 4b – Overhead Rate Build-up
- Form 4c – M&H Rate Build-up

PART IV - REPRESENTATIONS AND INSTRUCTIONS

Form 4d – G&A Build-up

Form 5 – Phase-In

Form Instructions:

All Forms and Tabs:

The Offeror is to add labor categories and related formulas to the Offeror determined Program Management portion of the cost elements, highlighted in green on Form 2, 3, 3a, 3b, 3c, and 3d. Program Management is defined as resources directly charged to support the activities stated in section L.35, Mission Suitability, Subfactor 3 Management Plan and Approach, MP2-MP7 of this Solicitation.

Offerors are not permitted to leverage Government provided labor categories and hours as part of their Program Management approach. Offerors shall ensure the proposed Program Management approach presented in the Forms reconciles with the Offerors Program Management within Volume I, Mission Suitability. Offerors shall not make changes to the remaining portions of this form, to include the Non-Management labor categories or hours, of the referenced form, unless changes/edits are required to maintain compliance with the Offeror's estimating and/or accounting system.

CLIN Summary Tables

This tab is populated with formulas to capture the total cost/price of the Offerors proposal from Form 1.

Form 1 – Proposed Effort Detail

Form 1 is designed to capture the total proposed cost/price of the effort and is to be completed by the Offeror only. This Form should be completely self-calculating utilizing the cost/price data from the remaining tabs of the workbook to capture the Offeror's total proposed cost/price.

NASA has provided the labor categories and hours for Non-Management labor categories within Form 1. Offerors shall use the data when developing their Cost/Price Volume. Offerors are prohibited from modifying the Non-Management labor categories or hours, in part or in whole. Offeror's proposals shall not deviate from the Non-Management labor categories and hours listed in the Forms.

Offerors are permitted to adjust the referenced form, as required to maintain compliance with the Offeror's estimating and/or accounting system (i.e. indirect rate structure).

Form 1 utilizes phase-in detail from Form 5, labor hours and rates from Form 2, and indirect and other rate information from Form 4.

Form 2 – Summary of Hours

Form 2 is designed to capture the total proposed labor hours by Offeror, Major Subcontractor, and Minor Subcontractor. Form 2 is to be completed by the Offeror only.

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The Offeror is to distribute Offeror developed Program Management and Government provided Non-Management hours by labor category for each year of the contract period within Form 2. NASA Non-Management labor categories and hours are prepopulated in Form 2, the contractor shall not add, delete, or modify the Non-Management labor categories, hours, or distribution of hours, in part or in whole. Offerors shall not deviate from the Government provided Non-Management hours.

In addition, the Offeror's Work Year Equivalent (WYE) shall be entered, allowing the form to calculate Hours/WYE conversion. Hours per WYE shall be identical to that in the Offeror's Narrative provided within the Cost/Price Volume, with detail on the composition of the WYE figure in the narrative. Offerors are to add columns as necessary to capture the Offeror's team composition. If columns are added, ensure the 'hours check' column captures the Offeror added columns and equals zero, for each contract year. Each year on Form 2 shall be identical in format.

Form 2 shall link to Form 3 – Summary of Rates.

Form 3 – Summary of Rates

Form 3 is designed to capture the proposed labor rates for the Offeror (fully burdened through G&A) as well as Major Subcontractors and Minor Subcontractors (each fully burdened through Prime burden), excluding prime fee. Form 3 is to be completed by the Prime Offeror only. Form 3 will be used for price analysis.

The Offeror shall input Labor Rates for Minor Subcontractor(s) and provide supporting information for rates (Quote/Proposal from Minor subcontractor) within the Cost/Price Volume Narrative. In addition, Offeror is to provide narrative detailing the method used and rationale for determination of reasonableness for all Minor Subcontractor rates. Labor rates on Form 3 should be fully burdened, excluding prime fee. Indicate if all fee is proposed at the prime Offeror level or if Minor Subcontractor included fee in the rates provided (and reflected on Form 3) to the Prime Offeror. The remainder of Form 3 is to be self-calculating and linked to Schedule of Rates SubkX (tab 3a, 3b, 3c, etc.). Add columns as necessary to capture the Prime Offerors team composition. If columns added, ensure the hours check column captures the Offeror added columns and equals zero, for each contract year. Each year on Form 3 shall be identical in format. Form 3 shall link to Form 3a, 3b, 3c, etc.).

NASA is not requesting FFP IDIQ labor rates at the time of proposal submission. FFP labor rates will be proposed at the work plan level and negotiated by NASA at that time.

Form 3a – Schedule of Rates Prime

Form 3a is designed to capture labor rate build up for the Prime Offeror and establish labor rates for price analysis. Form 3a is to be completed by the Prime Offeror only.

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The Offeror is to enter direct labor rate by labor category for Base Year, Year 1. Form 3a shall calculate remainder of rate information using information from Form 4, Indirect & Other Rates. Offerors may add columns and adjust formulas as necessary to maintain compliance with Offeror's estimating practices and approved accounting system. However, columns shall not be deleted.

Form 3a shall link to Form 4 – Indirect & Other Rates, and Form 3 - Summary of Rates.

Form 3b, c, d – Schedule of Rates Subk(s)

Form 3b, c, d is designed to capture the Major Subcontractor labor rate build up from direct labor through Major Subcontractor fee and Prime burden. Form 3b, c, and d will be used for price analysis. The Form is to be completed by the Offeror and Major Subcontractors.

Major Subcontractor is to enter direct labor rate by labor category for Base Year, Year 1. Form 3b, c, or d shall calculate remainder of rate information using information from Form 4, Indirect & Other Rates.

Major Subcontractors may to add columns and adjust formulas as necessary to maintain compliance with Offeror's estimating practices and approved accounting system. However, the columns shall not be deleted.

Major Subcontractors shall provide unsanitized Form 3b, c, or d in its own proposal, submitted directly to NASA no later than the date and time specified in the instructions for receipt of offer for this solicitation. Major Subcontractors shall provide sanitized form (showing Total Subk Burdened Labor Rate') to the Offeror for inclusion in the Offeror Submission to NASA.

The Offeror shall complete Form 3b, c, and/or d to reflect the Offeror burden applied to the Major Subcontractor fully burdened labor rate, proposed to the Offeror. The Offeror is to add columns and adjust formulas as necessary to maintain compliance with Offeror's estimating practices and approved accounting system to reach the Total Burdened labor rate, including Prime burden(s), excluding Prime Offeror fee.

Form 3b, c, d shall link to Form 3, Summary of Rates, and Form 4, Indirect & Other Rates.

Form 4 – Indirect and Other Rates

Form 4 summarizes the indirect rates proposed by cost element, by year. The indirect rates identified in Form 4, must be identical to those reflected throughout the Forms (J.2-D). All indirect rates proposed on Form 4, not supported by an FPRA, must be linked to the supporting indirect tab (i.e., 4a, 4b, etc.). The supporting indirect tabs (i.e., 4a, 4b, etc.) provide space for the Offeror to detail their historical rate information as well as rate forecasts.

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Indirect rate forecasting shall include core work only, IDIQ values shall NOT be included in the forecasted allocation base used to establish proposed indirect rates.

Tabs are to be added as necessary to support the indirect rate structure proposed. For all indirect tabs added, the Form 4, Summary of Indirects shall also be adjusted to reflect the additional information proposed.

The Government anticipates work in support of this contract to be completed at both the contractor and Government site. For estimating purposes the following work site percentages are provided and shall be incorporated into the Offeror's estimating approach.

Work Site	Work Percentage
Contractor Site	90%
Government Site	10%

The work plan, developed during phase-in activities, will determine if any Service Contract Act/Collective Bargaining Agreement covered labor categories will be present in performance. Service Contract Act/Collective Bargaining Agreement covered labor has not been identified by the Government within this RFP.

Form 4 shall be submitted by the Offeror and Major Subcontractor(s). Form 4 shall be submitted by each Major Subcontractor in its own proposal and shall be submitted along with the Offerors package or directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation. Subcontractors not meeting the thresholds at Section L.36 are not required to provide this Form nor any supporting cost detail (i.e. no cost forms are required); the Offeror needs to provide the fully-burdened rate(s) for the Minor Subcontractor(s) and rationale for reasonableness of the fully-burdened rate(s).

Form 5 – Phase-In

Form 5 is a template to summarize the Offeror's proposed FFP for the Phase-In period.

Offeror's Cost/Price Volume electronic submission shall include a completed copy of J.2-D, Cost Forms in Excel format. The Forms shall contain all formulas and calculations. The cost/price evaluation will be focused on the completed Forms and the supporting narrative (Basis of Estimate). Offerors may submit additional spreadsheets only if the narrative does not adequately support the information in the Forms. Offerors shall show the calculation and/or explain any absolute values in the Forms. Any information provided in the Offeror generated spreadsheets that do not specifically flow into or support a Government Form could impact NASA's evaluation of the Offeror's Cost/Price Volume.

(End of Form Descriptions)

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(d) The Cost/Price Volume (Narrative) for the Offeror and Major Subcontractor shall consist of the following Parts:

(1) Direct Labor Cost

For proposal purposes, the Offeror shall compute labor cost using the Offeror's unique approach for Program Management. The Offeror shall also compute labor costs using the Non-Management Government provided labor categories and hours set forth in the Forms and listed below. Offerors shall provide a crosswalk from the represented labor categories to the labor categories in the Offeror's current accounting system. See Attachment J.2-F for Labor Category Descriptions and Requirements for Non-Management Government provided labor. Offerors shall not change the Non-Management Government provided labor categories or hours. Offerors shall provide labor category descriptions as well as education and experience requirements for the proposed Offeror developed Program Management labor categories.

Offerors shall provide the basis of the proposed direct labor rates to include source and any supporting detail the Government would require to duplicate the direct labor rate proposed.

At a minimum, the Government has identified the following labor categories that have experienced direct labor rates greater than the 50% percentile market base salary, historically.

Government Provided Non-Management Categories Greater than 50 th Percentile Market Base Salary
Project Manager V
Electrical Engineer II
Electrical Engineer III
Electrical Engineer IV
Mechanical Engineer II
Mechanical Engineer III
Software Engineer II
Project Engineer I
Project Engineer III
Project Engineer V
Computer Aided Design Drafter III
Computer Aided Design Drafter IV
Telecommunications Analyst III
Telecommunications Analyst V
Electrical Eng Technician III
Materials Manager
Mechanical Eng Technician III

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Offerors shall detail the derivation of their productive work-year. If contract years cross the Offerors fiscal years, the Offeror shall show how the fiscal year rates were apportioned to establish contract year rates.

Each proposed labor rate shall include a base rate and all applicable indirect burdens, excluding fee. If proposed, rates shall also include anticipated escalation unless escalation is prohibited by law, regulation, or a specific clause in this solicitation. If escalation is proposed, the Offeror shall provide the basis of the escalation to include narrative discussing source of the escalation factor and all calculations of the source data to support the proposed rate.

Government provided non-management labor categories and hours are as follows (do not alter skill mix, hours by category, or hours by year, in part or in whole:

Non-Management Hours - Government Provided	Base			Option 1		Option 2			
Labor Category	Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	6 Month Ext	TOTAL
Project Manager V	11,589	11,589	11,589	11,589	11,589	11,589	11,589	5,795	86,918
Electrical Engineer II	4,649	4,649	4,649	4,649	4,649	4,649	4,649	2,324	34,866
Electrical Engineer III	4,058	4,058	4,058	4,058	4,058	4,058	4,058	2,029	30,432
Electrical Engineer IV	2,173	2,173	2,173	2,173	2,173	2,173	2,173	1,086	16,296
Electrical Engineer V	1,872	1,872	1,872	1,872	1,872	1,872	1,872	936	14,040
Mechanical Engineer II	7,959	7,959	7,959	7,959	7,959	7,959	7,959	3,979	59,692
Mechanical Engineer III	19,701	19,701	19,701	19,701	19,701	19,701	19,701	9,851	147,760
Mechanical Engineer IV	12,678	12,678	12,678	12,678	12,678	12,678	12,678	6,339	95,085
Mechanical Engineer V	2,887	2,887	2,887	2,887	2,887	2,887	2,887	1,444	21,655
Engineering Supervisor	7,410	7,410	7,410	7,410	7,410	7,410	7,410	3,705	55,572
Quality Control Engineer III	6,903	6,903	6,903	6,903	6,903	6,903	6,903	3,452	51,776
Quality Control Engineer IV	3,263	3,263	3,263	3,263	3,263	3,263	3,263	1,631	24,470
Physicist III	2,978	2,978	2,978	2,978	2,978	2,978	2,978	1,489	22,335
Physicist IV	2,647	2,647	2,647	2,647	2,647	2,647	2,647	1,323	19,850
Software Engineer II	3,601	3,601	3,601	3,601	3,601	3,601	3,601	1,801	27,009
Software Engineer III	5,716	5,716	5,716	5,716	5,716	5,716	5,716	2,858	42,873
Software Engineer IV	10,538	10,538	10,538	10,538	10,538	10,538	10,538	5,269	79,037
Software Engineer V	3,052	3,052	3,052	3,052	3,052	3,052	3,052	1,526	22,893
Project Engineer I	1,476	1,476	1,476	1,476	1,476	1,476	1,476	738	11,073
Project Engineer III	3,118	3,118	3,118	3,118	3,118	3,118	3,118	1,559	23,382
Project Engineer V	8,018	8,018	8,018	8,018	8,018	8,018	8,018	4,009	60,133
Computer Aided Design Drafter III	2,241	2,241	2,241	2,241	2,241	2,241	2,241	1,120	16,804
Computer Aided Design Drafter IV	2,777	2,777	2,777	2,777	2,777	2,777	2,777	1,388	20,826
Process Engineer II	2,744	2,744	2,744	2,744	2,744	2,744	2,744	1,372	20,580
Process Engineer III	3,919	3,919	3,919	3,919	3,919	3,919	3,919	1,960	29,394
Process Engineer IV	3,129	3,129	3,129	3,129	3,129	3,129	3,129	1,564	23,465
Technical Writer III	1,899	1,899	1,899	1,899	1,899	1,899	1,899	949	14,242

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Non-Management Hours - Government Provided	Base			Option 1		Option 2			
Labor Category	Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	6 Month Ext	TOTAL
Telecommunications Analyst III	3,717	3,717	3,717	3,717	3,717	3,717	3,717	1,859	27,880
Telecommunications Analyst V	1,859	1,859	1,859	1,859	1,859	1,859	1,859	929	13,940
Electrical Eng Technician III	3,567	3,567	3,567	3,567	3,567	3,567	3,567	1,783	26,751
Inventory Control Clerk II	1,976	1,976	1,976	1,976	1,976	1,976	1,976	988	14,822
Inventory Control Clerk III	1,171	1,171	1,171	1,171	1,171	1,171	1,171	586	8,784
Materials Manager	1,196	1,196	1,196	1,196	1,196	1,196	1,196	598	8,970
Mechanical Eng Technician III	3,094	3,094	3,094	3,094	3,094	3,094	3,094	1,547	23,208
Forecast Analyst II	1,629	1,629	1,629	1,629	1,629	1,629	1,629	815	12,220
Forecast Analyst III	1,411	1,411	1,411	1,411	1,411	1,411	1,411	706	10,585
Quality Assurance Engineering Manager II	1,178	1,178	1,178	1,178	1,178	1,178	1,178	589	8,836
TOTAL	163,794	163,794	163,794	163,794	163,794	163,794	163,794	81,897	1,228,454

(2) Indirect Rates/Cost

The Offeror shall propose indirect rates/costs in accordance with its established accounting system policy and procedure. The Offeror shall (i) provide the source or derivation of each rate; (ii) identify the rates separately (i.e., fringe benefits, overhead, G&A, FCCOM); and (iii) specify the allocation base of each rate. Offerors shall include within their proposal any Forward Pricing Rate Agreements (FPRA) or Provisional Billing Rate Agreement with the Offeror's Cognizant Agency. If an FPRA is in place, the Offeror's agreement shall be the basis for proposed rates and a copy of the FPRA shall be provided with the proposal, in support of all rates. Any differences between the FPRA and the rates utilized shall be explained. If an FPRA is not in effect, the Offeror shall provide the basis for the indirect rates proposed, to include three years of historical indirect rate data in the applicable tab within the Forms. For each forecasted indirect cost pool and allocation base, Offerors shall: (i) state whether this contract has been considered in determining the proposed indirect rates; and (ii) if indirect rates have not been reviewed within the last 12 months by the cognizant office, provide a cost history for the last three (3) years, include the actual expense pools and applicable base amounts for the larger indirect pools (e.g., fringe benefits, overhead, material handling, G&A, FCCOM, etc.). The Offeror shall not include the IDIQ value, provided within this solicitation, in the forecasted allocation base. Any significant (greater than 10%) changes in either pool expenses or application base from one year to the next must be explained in the Cost/Price Volume narrative. The indirect rates shown in the Offeror's Cost/Price Volume, (or in the FPRA, if applicable) should match the indirect rates within the Forms. This Offeror's Cost/Price Volume shall include the following table which describes the allocation base for each proposed indirect rate/factor. If multiple rates have the same allocation base, group together. This information should conform to the estimating and accounting systems of the Offerors and Major Subcontractor.

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Example:

Rate Category	Allocation Base Description
Fringe	Direct labor dollars
Overhead	Direct labor dollars and fringe
G&A	Prime direct labor dollars, fringe, overhead, subcontract cost, subcontract fee

Each Offeror shall ensure its Cost/Price Volume is consistent with its Total Compensation Plan FAR 52.222-46, Evaluation of Compensation for Professional Employees, and NFS 1852.231- 71, Determination of Compensation Reasonableness).

NOTE: If a Joint Venture (JV) teaming arrangement is in place, the Offeror shall disclose which company the indirect rates are managed by. The Offeror shall identify each JV member's financial responsibilities. In addition, the Offeror shall identify the JV's methodology for accounting for all direct and indirect costs proposed by the JV (i.e., by individual member or a composite)

(3) Facilities Capital Cost of Money (FCCOM)

Each Offeror shall clearly identify FCCOM, if proposed (FAR 52.215-16, Facilities Capital Cost of Money). The proposal of FCCOM shall be included only if the action is done so in accordance with the Offeror's established accounting policy and procedure. If the Offeror does not propose FCCOM, a waiver will be included in the contract establishing the cost as unallowable (FAR 52.215-17, Waiver of Facilities Capital Cost of Money).

(4) Subcontracting Cost

Offerors shall support the selection of their Major and Minor Subcontractor and provide sufficient information to support the determination of price reasonableness of all subcontractors and/or consultants proposed costs as contained in the Forms. FAR 15.404-3(b), Offeror and all Major Subcontractors are instructed to "conduct appropriate cost or price analyses to establish the reasonableness of proposed subcontract prices" and "include the results of these analyses in the price proposal". The Offeror proposal should provide details and a narrative on all adjustments made to the subcontractor's cost proposal, including any adjustments based on technical findings, rate adjustments, and fee adjustments. The proposal should provide a narrative on the use or non-use of any adjustments based on Offeror history with the subcontractor.

A Completed J.2-D (Forms) provides the Offeror the opportunity to include all subcontractor(s) in its detailed costed effort. Offerors shall include the following for each proposed Major and Minor Subcontractor (for each year) performing direct labor, regardless of the proposed subcontract dollar value:

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- 1) Subcontractor's name
- 2) Anticipated subcontract contract type
- 3) A list of all proposed labor categories
- 4) Subcontractor's total burdened labor rate, excluding profit

NOTE: The dollar values listed on Forms 3b, c, d shall not include any Prime Offeror profit burdens.

(5) Government Provided Figures

The Forms contains Government provided plug numbers for Other Direct Costs (ODCs) and the IDIQ Max. Offeror's proposals shall incorporate the Government provided plug numbers as provide, and the total amount shall remain unchanged. The Government provided plug numbers are to be incorporated in totality at the prime level.

ODCs								
Base			Option 1		Option 2			
Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	6 Month Ext	TOTAL
\$5,000,000	\$5,200,000	\$5,300,000	\$5,500,000	\$5,600,000	\$5,700,000	\$5,900,000	\$3,000,000	\$41,200,000

IDIQ MAX								
Base			Option 1		Option 2			
Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	6 Month Ext	TOTAL
\$11,970,000	\$13,030,000	\$13,030,000	\$13,030,000	\$13,030,000	\$13,990,000	\$13,690,000	\$6,340,000	\$98,110,000

(6) Profit/Fee

Offerors shall show the amounts (both in dollar and rate) proposed for profit/fee for each performance period. Offerors shall provide rationale for the proposed amounts and detail how FCCOM (if applicable) was considered in the calculation of the proposed profit/fee.

(7) Business System Status

Offerors shall provide evidence of an adequate accounting system as determined by its cognizant administrative and/or audit office, hereinafter referred to as "reviewing office". Further, each Offeror shall include a copy of their most recent (regardless of its date) audit report, pre-award survey, post-award survey, and/or letter issued by the reviewing office which addresses the status (i.e., adequacy) of the Offeror's accounting system. If the most recent review of the accounting system resulted in a determination the accounting system is inadequate or inadequate-in-part, the Offeror shall include a copy of the resultant corrective action plan received from the reviewing office as well as the Offerors response detailing the actions taken or planned to take in order to rectify the inadequacy(ies) identified by the reviewing office.

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Offerors shall explain any existing conditional determination of accounting system adequacy and the compliance status for which adequacy is currently withheld.

If an Offeror's accounting system has never been reviewed by a Government reviewing office, the Offeror shall complete the checklist asserting they meet the SF1408 criteria and provide a narrative describing how each criterion in the referenced standard form is met. The checklist is located at: <https://www.gsa.gov/forms-library/pre-award-survey-prospective-contractor-accounting-system>

Offerors shall provide their cognizant points of contact to include name, agency, email address, and telephone number.

(8) Responsibility Determination Disclosures (Financial Capability)

To determine if an Offeror is in compliance with FAR 9.104-1(a), Offerors shall submit information which demonstrates its financial capability to perform the contract. Acceptable information includes letters from certified United States banks indicating the length of relationship with the banking institution, available amount of credit for the business, expiration of agreement, and the company's annual report. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the financial arrangement.

(End of Provision)

L.37 INSTRUCTIONS FOR VOLUME III – RELEVANT EXPERIENCE AND PAST PERFORMANCE

A. The Offeror's Relevant Experience and Past Performance Volume shall consist of three (3) distinct sections, two (2) of which the Offeror shall provide, and one (1) of which the Government will obtain. The three sections are detailed as follows:

(a) Past Performance Narrative (PPN)

1. The Offeror shall submit the information set forth below for the Prime Offeror and any Major Subcontractor/Teaming Partner. A Major Subcontractor is defined as an entity that has a contract value that equals or exceeds 10% of the value of the Core contract value. For proposal purposes, Teaming Partner has the same meaning as "contractor team arrangement" defined in FAR 9.601.
2. The Offeror shall provide past experience and performance information for past or current contracts that are relevant in terms of size, content, and complexity to this SOW.

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3. The Offeror shall include a minimum of three (3) most relevant contracts held within the past five (5) years of the solicitation issue date that had a minimum of six (6) months of contract performance during the same five (5) year period. In addition, the Offeror shall submit a minimum of one (1) relevant contract for each Major Subcontractor(s)/Teaming Partner(s) in accordance with the above. For newly formed businesses (including Joint Ventures) having little or no past performance as the new business entity, the Offeror may submit the past performance of a predecessor business entity (or, in the case of Joint Ventures, the past performance of each Joint Venture partner). The Offeror shall also submit a thorough and clear explanation of why such information should be considered predictive of the Offeror's performance under a contract resulting from this solicitation and, if applicable, the Offeror (i.e., Joint Venture Partners) shall demonstrate a history of successfully performing Joint Ventures.
4. The Offeror shall also identify and explain any cost overruns or underruns, completion delays, performance problems, terminations and the Offeror's implemented corrective actions.
5. The Offeror shall include only those contracts under which work was performed by an organizational entity or entities (e.g., specific Division or Subsidiary of a parent company) included in the Offeror's proposal and that will have meaningful involvement in the performance of the awarded contract. Note: It is the Offeror's responsibility to demonstrate meaningful involvement in the contents of its proposal (simply stating that an entity will be involved in performance is insufficient). Offerors, Major Subcontractors, and Teaming Partners shall address the items below to the fullest extent possible.
6. For each contract please identify (at a minimum):
 - (a) Contract Information
 - Contract Number
 - Contract Title and Client Name (Government Contract or other)
 - Role of Offeror (Prime or Subcontractor)
 - % of Work Performed by Offeror (in terms of direct labor dollars)
 - Place of Performance (city, state, country)
 - Contract Start and End Dates
 - Contract Value (value per year and total value over all years)
 - Technical Contact Name, Phone Number & E-Mail Address (COR or other)
 - Business Contact Name, Phone Number & E-Mail Address (CO or other)
 - Contract Type (fixed-price, cost-plus, time and materials, labor hour, letter contracts, agreements)
 - Contract Workforce Size (Offeror's direct workforce + Major Subcontractor workforce)
 - Average Number or Tasks per Year
 - Total Dollar Value of Tasks per year

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- Brief description of the work and how that work is relevant (size, content, complexity) to the proposed effort or portion of the effort to be performed by the Offeror, teaming partner, or Major Subcontractor. It is not sufficient to state that it is comparable in size, content, and complexity. The Offeror shall provide rationale supporting its assertion of relevancy and demonstrating that the work is comparable to this procurement.
 - (b) Contract Performance
 - Provide an assessment of the technical performance, business performance, management performance and cost control in fulfilling the requirements of prior contracts and support the assessments with metrics such as award or incentive fees earned.
 - (c) Termination.
 - Provide a list of any contract(s) and Major Subcontract(s) held by the Offeror, joint venture partner, teaming partner, or Major Subcontractor that were terminated (partial or complete) within the last 5 years. Include the type of termination, contract number, name, address, and telephone number of the terminating officer. Provide a description of the reasons and circumstances for the termination.
7. The Past Performance Narrative should be organized by Contract/Project title with relevant information from part (6) addressed under each Contract/Project heading.

(b) Past Performance Questionnaires (PPQ)

For the listed contracts, the Offeror, Major Subcontractors, and/or Teaming Partners shall forward a Past Performance Questionnaire (Attachment J.2-B) to the identified points of contact (POCs) for both the technical and business aspects of the contract. POCs shall be instructed to complete and email the PPQ directly to the Government at Paige.E.Foreman@nasa.gov no later than the due date for receipt of Volume III of the proposal.

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number as part of the Past Performance Narrative.

Submitted PPQs will not be counted against the Offeror's Relevant Experience and Past Performance Volume III page limitations.

(c) Past Performance Databases (PPD)

The Government will collect and review additional relevant experience and past performance information from Government databases as well as other sources of information available to the Government. These databases will be used for the Offeror,

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Major Subcontractor(s), and/or Teaming Partners.

- B. The Government reserves the right to require additional past performance information from (i) other subcontractors that may be deemed critical by the Government, and (ii) from entities that will substantially contribute to the proposed contract or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In addition, for evaluation purposes, the Government reserves the right to collect and review any additional past performance information from Government past performance databases, as well as any other sources of information available to the Government.
- C. NOTE: For the purposes of the PPQs, PPD, and any additional past performance information reviewed by the Government, the Government reserves the right to communicate with the Offeror regarding the past performance information of any Major Subcontractor or Teaming Partner. It is the responsibility of the Offeror to ensure that its Major Subcontractors and/or Teaming Partners have provided any approvals/consent for such communication.

(End of Provision)

L.38 INSTRUCTIONS FOR VOLUME IV – COMPLETED MODEL CONTRACT, AND SIGNED SF 33’S

Include a cover letter with the proposal as part of Volume IV. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification or questions.
- Statement addressing the validity period of the proposal as listed on the SF 33.
- Please take special note of clause H.6 Limitation of Future Contracting.
- Summary of Exceptions
Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations, Certifications, and Other Statements of Offerors or Respondents (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken. Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS

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1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

- The Offeror shall submit a signed model contract including the SF 33 with completed required fill-in [OFI] sections.
- The Offeror shall complete the following sections of the RFP which shall be included in the model contract: Sections B-I and Section K.

<u>Section</u>	<u>Fill-in Required</u>
Section B.2	ESTIMATED COST AND FIXED FEE. (DEC 1991) (CLINS 0002 - 0014)
Section B.3	FIRM FIXED PRICE (DEC 1988) (CLINS 0001 and 0014)
Section H.13	IDENTIFICATION AND REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (Combined Clause)
Section I.119	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2021)
Section I.122	52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014), as amended by NFS 1852.227-14 (APR 2015), including ALTERNATE II (DEC 2007), AND ALTERNATE III (DEC 2007)
Section I.131	RELEASE OF SENSITIVE INFORMATION (JUNE 2005)
Section K.5	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
Section K.6	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022)
Section K.7	OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
Section K.8	PREDECESSOR OF OFFEROR (AUG 2020)
Section K.9	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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- Section K.10** **COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION (OCT 2020)**
- Section K.11** **52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (AUG 2020)**
- Section K.12** **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)**
- Section K.13** **52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**
- Section K.14** **52.209-12 CERTIFICATION REGARDING TAX MATTERS. (OCT 2020)**
- Section K.15** **VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021).**
- Section K.18** **REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)**

(End of Provision)

[End of Section]

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract provisions pertinent to this section are hereby incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference, of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

M.2 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

(End of by Reference Provisions)

M.3 SOURCE SELECTION AND EVALUATION FACTORS

(a) General

- (1) This competitive negotiated acquisition will be conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, "Source Selection".
- (2) Offerors are directed in particular to NFS 1815.305, "Proposal evaluation," and NFS 1815.305-70, "Identification of unacceptable proposals." Additionally, Offerors are on notice that failure to provide a completed and appropriately signed Standard Form 33 may render an Offeror's entire proposal initially unacceptable.
- (3) As prescribed in FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussion of such offers (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. If written or oral discussions are conducted, the Government will seek Final Proposal Revisions from those Offerors whose proposals are determined to be within the competitive range.
- (4) The Government's evaluation of proposals will be made on the basis of the material

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submitted and substantiated in each proposal and not on the basis of what may be implied. A lack of clarity or specificity in an Offeror's proposal may be interpreted as a lack of understanding and/or the inability to demonstrate adequate qualifications.

- (5) The results of the evaluation will be presented to the Source Selection Authority, who will select the responsible Offeror whose proposal meets the requirements of the solicitation and provides the best value to the Government based on the weighting of the evaluation factors detailed in this RFP.

(b) Evaluation Factors

Three following three (3) evaluation factors will be used to evaluate each proposal:

- (1) Mission Suitability
- (2) Cost/Price
- (3) Relevant Experience and Past Performance

A general definition of these factors may be found at NFS 1815.304-70, "NASA Evaluation Factors."

(c) Mission Suitability Ratings

- (1) The Mission Suitability factor indicates, for each Offeror, the quality of the work to be performed, the ability of the Offeror to accomplish what is offered, and the services to be provided. The Mission Suitability subfactors will be numerically scored in accordance with the following adjectival ratings, definitions and percentile ranges:

ADJECTIVAL RATING	DEFINITION	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70

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Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

- (2) The evaluation committee will use the following definitions to classify the evaluation findings of each Mission Suitability Sub Factor.

	DEFINITION (FAR 15.001 & NASA Source Selection Guide)
Significant Strength	An aspect of the proposal that greatly enhances the potential for successful contract performance
Strength	An aspect of the proposal that will have some positive impact on the successful performance of the contract
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

- (3) The following subfactors will be used to evaluate the overall Mission Suitability factor:

Subfactor 1 - Understanding Technical Requirements

UR1 Representative Base Orders

UR2 Coordination between Government, Contractor, and PIs

UR3 Understanding the Approach to Meeting the Technical and Engineering Requirements

Subfactor 2 - Product Assurance

PA1 Safety, Health, and Environmental Management

PA2 Product Assurance

Subfactor 3 - Management Plan and Approach

MP1 Phase-In Plan

MP2 Organizational Structure and Relationships

MP3 Project Management

MP4 Property Management

MP5 Staffing, Recruitment, Retention, and Compensation

MP6 Off-site Facilities and On-site Staffing Support

MP7 Risk Management

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(End of Provision)

M.4 PROSPECTIVE CONTRACTOR RESPONSIBILITY AND ELIGIBILITY STANDARDS (OCT 2021)

(a) The procedures for determining whether prospective contractors and subcontractors are responsible are set forth in Federal Acquisition Regulation (FAR) Subpart 9.1 and NASA FAR Subpart 1809.1. Failure by the Offeror to affirmatively demonstrate adequate compliance with the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this acquisition under FAR 9.104-2, will result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. Per FAR 9.103(b), if the prospective contractor is a small business concern, responsibility will be determined in accordance with Subpart 19.6, Certificates of Competency and Determinations of Responsibility. If the prospective contractor is a Section 8(a) participant, see Subpart 19.8.

(b) Additional requirements for eligibility have been established for this acquisition. The Government may communicate with Offerors about the eligibility requirement(s) identified below outside of the evaluation process. This communication does not constitute discussions as defined in FAR 15.306. If the following eligibility requirements cannot be made acceptable to the Government, the Offeror will be considered ineligible for award:

- (1) Organizational Conflict of Interest (OCI) Plan in accordance with the Notice of Potential Organizational Conflicts of Interest in Section L and FAR 9.504. The proposed OCI Plan shall be consistent with all other areas of the proposal. Material inconsistencies between the plan and other proposal areas may render the proposal invalid, resulting in an unacceptable proposal that is ineligible for award.

(End of Provision)

M.5 VOLUME I – MISSION SUITABILITY EVALUATION FACTOR

The Government will evaluate the Offeror's Mission Suitability Volume to determine whether it clearly demonstrates how the Offeror will meet or exceed all requirements of the Statement of Work (SOW) and the Request for Proposal (RFP), which may include any proposed use of realistic and effective innovations and efficiencies. The Government's evaluation of the Offeror's response to this section will be based solely on written information provided in the Offeror's proposal Volume I. Information incorporated by reference will not be evaluated. The Government will follow the structure below in evaluating the technical proposal. Resumes and signed statements of commitment will not count against proposal page limitations.

Subfactor 1 – Understanding Technical Requirements

UR1 Representative Base Orders

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The Offeror will be evaluated on the effectiveness, comprehensiveness, reasonableness, understanding, adequacy, and benefits of their responses to the topics listed in Section L.35 for each Base Order under UR1 Representative Base Orders.

UR2 Coordination between Government, Contractor, and PIs

The Offeror will be evaluated on the effectiveness and timeliness of how interactions between the hardware development teams, the GRC BO/DO Managers and/or Project Scientists will be facilitated during hardware concept definition, development, and testing to ensure the Principal Investigator's (PI's) science or other customer requirements are satisfied.

The Offeror will be evaluated on the adequacy and effectiveness of the process for providing customer (e.g., PI and science team or other customers) access and use of the hardware and/or software early in the development cycle as well as in the latter stages of hardware development.

UR3 Understanding the Approach to Meeting the Technical and Engineering Requirements

The Offeror will be evaluated on their adequacy, appropriateness, effectiveness, and completeness of their approach to incorporate system requirements and system engineering in all aspects of space flight systems development from concept definition through operations.

The Offeror will be evaluated on their adequacy, appropriateness, effectiveness, and completeness of the approach for determining the appropriate level of documentation required for various development efforts.

The Offeror will be evaluated on the adequacy, effectiveness, and completeness of the information provided on the role of reviews and documentation, and their approach to implementing these items on the contract, including the approach for tracking and resolving issues that are identified at reviews.

The Offeror will be evaluated on the appropriateness, effectiveness, and completeness of the process for reviewing and approving engineering documents such as schematics, drawings, calculations/analyses.

The Offeror will be evaluated on their adequacy, effectiveness, and completeness of their approach for risk mitigation during flight hardware and software development by utilizing ground-based systems including the timeframe when the hardware is to be utilized and the fidelity and purpose of each unit.

The Offeror will be evaluated on the effectiveness, timeliness, and thoroughness of the process for identifying and correcting design flaws, system performance deficiencies, fabrication deficiencies, and other technical problems.

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The Offeror will be evaluated based on their understanding of the challenges and effectiveness of their approach to integration requirements associated with various commercial launch vehicles and space platforms.

The Offeror will be evaluated on the thoroughness and benefit to the Government on their approach to identify and propose alternates to the design and construction standards listed in the SOW to the Government for approval.

Subfactor 2 – Product Assurance (PA)

PA1 Safety, Health, and Environmental Management

The Offeror will be evaluated on the appropriateness and completeness of the Safety and Health Plan for all contract and subcontracted activities.

PA2 Product Assurance

The Offeror will be evaluated on their knowledge, understanding, effectiveness and completeness of their Product Assurance support to programs and projects including their experience and knowledge in preparing and implementing a Safety and Mission Assurance Plan (SMAP).

The Offeror will be evaluated on their knowledge, understanding, effectiveness and completeness of their Quality Assurance program including their AS 9100 certification status, their Problem Reporting And Corrective Action (PRACA) system, and their approach to qualifying suppliers.

The Offeror will be evaluated on their knowledge, understanding, effectiveness and completeness of their approach to implement the requirements for flight system safety and ground safety operations.

The Offeror will be evaluated on their knowledge, understanding, effectiveness, reasonableness, and completeness of how they assure that all space flight materials used meet all relevant safety requirements and can be flight certified by NASA.

The Offeror will be evaluated on their knowledge, understanding, effectiveness and completeness of their reliability, availability, and maintainability engineering program, their Electrical, Electronic, and Electromagnetic (EEE) Parts program, and how they use their Failure Modes and Effect Analysis (FMEA) to increase the effectiveness of the EEE Parts procurements.

The Offeror will be evaluated on their knowledge, understanding, effectiveness and completeness of their process for performing software assurance for all flight-related software/firmware (including that used for ground support or mission operations).

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The Offeror will be evaluated on the timeliness, appropriateness, and thoroughness of their process for qualifying suppliers and selecting or using suppliers who may not yet be qualified.

Subfactor 3 – Management Plan and Approach (MP)

MP1 Phase-In Plan

The Offeror will be evaluated on their reasonableness, thoroughness, and efficiency of the approach to assume full contract responsibility 3 months after contract award including a "transition schedule" that identifies the timeframe and sequence for all proposed contract transition activities and milestones.

The Offeror will be evaluated on their reasonableness, suitability, and understanding of their management, staffing, and responsibilities of the phase-in team and differences in roles and responsibilities between the permanent staff and any temporary, phase-in staff: should any exist.

The Offeror will be evaluated on the effectiveness, benefits, and adequacy of their plans for establishing the workforce, including any plans for hiring employees of the incumbent contractor.

The Offeror will be evaluated on the reasonableness, adequacy, and effectiveness of their plan to acquire technical understanding of the present work, transition those current activities, and minimize any disruption to on-going work as part of the handover of the existing orders.

The Offeror will be evaluated on the appropriateness and adequacy of their training or orientation of personnel that will occur during phase-in.

The Offeror will be evaluated on the reasonableness, effectiveness, and efficiency of their plan to take possession of the GFP in Attachment J.1-C and the justification if the Offeror does not intend to use some or all of the GFP.

MP2 Organizational Structure and Relationships

1. Management Structure

The Offeror will be evaluated on the appropriateness, reasonableness, and completeness of their organizational chart and a narrative description of the organization (down to the major discipline level, including percentage of work that the Offeror expects to obtain through joint ventures, teaming, major and minor subcontracting, or consulting agreements) to perform the contracted effort.

The Offeror will be evaluated on the reasonableness, adequacy, and suitability of their identification of the key positions (including Major Subcontractors, Teaming Partners, or Joint

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Venturers) that must be staffed with highly qualified people (key personnel) for the proposed organizational structure to meet the contract and overall order requirements.

The Offeror will be evaluated on the appropriateness and relevancy of the resumes and/or position descriptions for up to ten key personnel or key positions in the proposed organization structure.

2. Interface with Government

The Offeror will be evaluated on the effectiveness and reasonableness of their plans for interfacing and communicating with the Government's technical representatives at both the overall contract and project/order levels.

The Offeror will be evaluated on the effectiveness and suitability of their approach to provide for appropriate communication to foster win-win approaches to resolving cost, schedule, and/or technical issues with the Government.

3. Interface with Subcontractors

The Offeror will be evaluated on the availability of their letters of intent or evidence of teaming agreements with the Major Subcontractors and the appropriateness, credibility, and relevancy of the Major and Minor Subcontractor's significant areas of responsibility and their ability to perform the work.

MP3 Project Management

1. Project Plan Development, Project Management/Control Practices

The Offeror will be evaluated on the reasonableness, effectiveness, and completeness of their SpaceDOC III Management Plan.

The Offeror will be evaluated on the reasonableness, realism, and suitability of their content that will be under the Project Management Organization (PMO) CLIN, how it will be organized, the skills required, and the approach for determining the size of the workforce in PMO.

2. Method to develop and track cost

The Offeror will be evaluated on the reasonableness, effectiveness, and thoroughness of the approach to developing cost plans and what processes would be used to forecast cost, track cost, identify cost growth, and what methods would be used to control and report cost and mitigate cost growth.

The Offeror will be evaluated on the efficiency, effectiveness, and adequacy of the purchasing and accounting systems and processes that enable accurate cost reporting, tracking, and controls,

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with emphasis on compliance with NASA's cost-reporting requirements (as stated in DID# CD-01) and adherence to the proposed cost estimates.

3. Method to develop and track schedule

The Offeror will be evaluated on the reasonableness, effectiveness, and adequacy of how schedule tasks, milestones and critical paths would be developed and how performance would be tracked and managed to stay on schedule.

The Offeror will be evaluated on the reasonableness, effectiveness, and adequacy of the tools and processes used to develop schedules and assure that overall Base Order/Delivery Order performance adheres to the baselined schedule.

4. Configuration Management

The Offeror will be evaluated on the effectiveness, appropriateness and thoroughness of the activities, requirements, guidelines, and documentation for configuration management, including government access to contractor's CM system. This shall include identification of the product at various points in time, the control of changes to configuration of the product, maintenance of the integrity and traceability of the product and preservation of the records of the product.

MP4 Property Management

The Offeror will be evaluated on their adequacy, effectiveness and completeness of the information provided in the Offeror's Property Management Plan as it relates to FAR 52-245-1, Government Property (Sep 2021), and the contract property clauses in the model contract as related to Government property.

MP5 Staffing, Recruitment, Retention, and Compensation

The Offeror will be evaluated on their Staffing, Recruitment, Retention, and Compensation Plan to effectively staff the contract in the following areas:

1. The Offeror will be evaluated on the appropriateness, adequacy, and effectiveness of their plan for staffing levels, skill mix, sources of personnel, recruitment of employees (short and long term), training, mentoring, and career development including identifying any skills and competencies that may be in short supply or are critical, and provide an approach to recruit and retain employees in these categories.
2. The Offeror will be evaluated on the reasonableness, effectiveness, and adequacy of their methods for ensuring staffing flexibility and the strategy for dealing with workforce fluctuations, including (a) the accessible resources to support a surge in staffing requirements, (b) the necessary decrease in staffing due to project cancellation, technical de-scope, and/or a relaxation in schedule throughout the life of the contract, and (c) the decision process used to make adjustments to workforce due to changes in Base Order/Delivery Order

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priorities. This evaluation will also include the procedure for obtaining these resources, category of resources, the lead-time involved, and the corporate commitment to providing these resources as well as the procedures for staff decreases and retention of key skills and capabilities.

3. The Offeror will be evaluated on the viability and reasonableness of their approach for staff motivation and retention including the past effectiveness of similar programs, or, in the absence of similar programs, the rationale for the likely effectiveness of the proposed approach.
4. The Offeror will be evaluated on the appropriateness, credibility and effectiveness of their personnel cost savings strategy, recognizing the need to adjust the workforce skill mix to meet changing requirements, without sacrificing quality of performance.
5. The Offeror will be evaluated on the realism and completeness of their total compensation plan that addresses the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees and NFS 1852.231-71, Determination of Compensation Reasonableness. In accordance with FAR 52.222-46, professional compensation that is not in reasonable relationship to the various job categories, may adversely impact the Offeror's Mission Suitability score or may result in rejection of the proposal.

MP6 Off-site Facilities and On-site Staffing Support

The Offeror will be evaluated on the adequacy, availability, and benefits of their office and any satellite office facilities at the primary work site including overall capacity (square feet), areas dedicated for conference rooms and staff, geographic location, physical security, age and condition, communication and data links, video conferencing capability, capacity to accommodate staffing increases, and whether the facility is owned or leased and currently operational.

The Offeror will be evaluated on the adequacy, availability, and benefits of their manufacturing and fabrication facilities in terms of capacity (square feet), physical security, equipment, machines, availability, geographic location and options considered, age and condition, capabilities, and whether the facility is owned or leased and currently operational.

The Offeror will be evaluated on the adequacy, availability, and benefits of their assembly, test and laboratory facilities in terms of capacity (square feet), availability, geographic location, physical security, age and condition, capabilities, whether the facility is owned or leased and currently operational. The Offeror will be evaluated on the reasonableness and appropriateness of their approach to utilizing any government furnished assembly, test and laboratory facilities that would be needed to satisfy contract requirements.

The Offeror will be evaluated on the adequacy, credibility, risk and benefits of their NASA GRC on-site and Contractor off-site facility and staffing approach and overall support for GRC integration, testing, and operation activities including their approach to accommodate on-site

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support at NASA GRC in the utilization of testing equipment, ground integration units, TSC sustaining and operations support, and shift on-console operations from the TSC, as well as the required on-site staffing at the TSC for 3 personnel for TSC sustainment and data analysis.

The Offeror will be evaluated on the effectiveness, completeness, benefits, credibility, and risks of their proposed approach to cost-effectively manage their workforce at both NASA GRC and Contractor off-site location(s). This shall include how the Offeror will be responsive to supporting interactions and meetings during the core working hours for the NASA GRC team (9:30AM – 2:30PM ET) and minimize cost of travel and shipping to and from NASA GRC.

MP7 Risk Management

The Offeror will be evaluated on the effectiveness, reasonableness, and completeness of their continuous risk management process to identify, analyze, plan, track, and control the risks associated with hardware, software, and documentation as well as government access to the contractor's risk management system.

(End of Provision)

M.6 VOLUME II – COST/PRICE EVALUATION FACTOR

The Cost/Price factor is used to determine what the Offeror's proposal will likely cost the Government should it be selected for award. It is anticipated that the reasonableness of the proposed cost/price will be determined based on competition. For purposes of source selection, and in accordance with FAR 52.217-5, "Evaluation of Options," the total proposed cost/price will be evaluated. The total proposed cost/price consists of phase-in period, base and option periods, IDIQ Max, and fee.

The proposal analysis techniques under FAR 15.404 and NFS 1815.404 will be considered to determine a fair and reasonable price. The cost evaluation will be conducted in accordance with FAR 15.305(a)(1), NFS 1815.305(a)(1)(B) and (a)(3)(B).

The Government will conduct a price analysis by evaluating the prices proposed in response to this solicitation (FAR 15.404-1(b)). The evaluations may include, but are not limited to, comparing the prices proposed in response to this solicitation, comparing the proposed prices to historical prices for the same or similar items purchased by the Government, and comparing the proposed prices to the Independent Government Cost Estimate.

A cost realism analysis will be conducted to ensure a realistic cost is determined and considered by the Government. As noted in FAR 15.404-1(d), the cost realism analysis consists of "independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the

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Offeror's technical proposal." The Government will derive a probable cost, which is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analyses performed. Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a description of "probable cost". The results of the analyses do not provide a basis for an upward price adjustment after award.

The Total Evaluated Price (which may reflect a probable cost adjustment) from the Cost/Price Volume takes precedence over the Offeror's proposed price, and the Total Evaluated Price will be used by Source Selection Authority (SSA) in making the source selection decision. The Total Evaluated Price shall be the combination of CLIN 0001 – CLIN 0014, to include any probable cost adjustments.

The status of each Offeror's accounting system and audits of such systems will be considered part of the Cost/Price evaluation.

The results of the Government's Cost/Price evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection decision.

(End of Provision)

M.7 VOLUME III – RELEVANT EXPERIENCE AND PAST PERFORMANCE EVALUATION FACTOR

- (a) The Government will evaluate three (3) areas of relevant experience and past performance of the Offeror and any Major Subcontractors/Teaming Partners:
 - (1) Past Performance Narrative (PPN)
 - (2) Past Performance Questionnaires (PPQ)
 - (3) Past Performance Databases (PPD)
- (b) The results of the PPN, PPQ, and PPD evaluations will be considered in determining the Level of Confidence rating.
- (c) Relevancy: The Government will evaluate the contract experience of each Offeror, Major Subcontractor, and/or Teaming Partner over the past five (5) years to determine its overall relevancy to the SOW and the overall requirements of the RFP. Consideration will be given to contract scope/complexity, size, type, length, customer and role as prime or subcontractor.

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- (d) Performance: The Government will evaluate the overall performance of each Offeror, Major Subcontractor, and/or Teaming Partner over the past five (5) years by considering technical performance, business performance, management performance and cost control in fulfilling the requirements of prior contracts.
- (e) The Government reserves the right to conduct one-on-one discussions with prior contracts' cognizant business and technical personnel, whether or not listed in the proposal, for both the PPQ and PPD sections. The Government reserves the right to consider other sources of information available and information available in Government past performance databases.
- (f) The Government reserves the right to evaluate past performance information for other subcontractors not listed as a Major Subcontractor and from other entities that may be deemed critical by the Government or that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.
- (g) Offerors without a record of relevant experience and past performance, or for whom information on past performance is not available, shall receive a neutral rating in accordance with FAR 15.305(a)(2)(iv).
- (h) The Government will evaluate past performance in a cumulative manner. The Past Performance Narrative (PPN), Past Performance Questionnaires (PPQs), and Past Performance Database (PPD) information from the Prime Offeror, Teaming Partners (for instance partner companies in a Joint Venture), Major Subcontractors, and Minor Subcontractors in accordance with section (f) of this provision will first be reviewed for Relevancy as defined in paragraph (c) of this provision.

Past Performance information that is deemed relevant will then be evaluated in comparison to the requirements of Attachment J.1-A – Statement of Work and this solicitation.

An Offeror's Past Performance Level of Confidence Rating will be based on the quality of each instance of relevant past performance as well as the applicability of this experience to the requirements of Attachment J.1-A – Statement of Work and this solicitation.

Subcontractor experience (both for Major Subcontractors and Minor Subcontractors in accordance with paragraph (f) of this provision) will only be deemed relevant if the past performance information is deemed relevant to the work they are assigned in the Offerors' (and/or Major Subcontractor's) proposal.

- (i) Relevant Experience and Past Performance information will not be numerically scored but will be consolidated into a single Level of Confidence Rating in accordance with the following table:

Rating	Description (NFS 1815.305(a)(2)(A))
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<i>Very High Level of Confidence</i>	The Offeror's relevant experience and past performance is of exceptional merit and is very highly pertinent to this acquisition indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.
<i>High Level of Confidence</i>	The Offeror's relevant experience and past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.
<i>Moderate Level of Confidence</i>	The Offeror's relevant experience and past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.
<i>Low Level of Confidence</i>	The Offeror's relevant experience and past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.
<i>Very Low Level of Confidence</i>	The Offeror's relevant experience and past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.
<i>Neutral</i>	In the case of an Offeror without a record of relevant experience and past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)).

PART IV - REPRESENTATIONS AND INSTRUCTIONS

(End of Provision)

M.8 RELATIVE WEIGHTS OF EVALUATION FACTORS

a. Mission Suitability Subfactors – Within the Mission Suitability Factor, the three subfactors will each be scored based on the following numerical weights, which indicate the relative importance of those evaluation areas.

	<u>Points</u>
Subfactor 1 – Understanding Technical Requirements	400
Subfactor 2 – Product Assurance	200
Subfactor 3 – Management Plan and Approach	<u>400</u>
Total	1000

b. Overall Evaluation – As individual factors, the Mission Suitability Factor is more important than the Cost/Price Factor, which is more important than the Relevant Experience and Past Performance Factor. When combined, Mission Suitability and Relevant Experience and Past Performance are significantly more important than the Cost/Price Factor alone.

(End of Provision)

[End of Section]