

RAPID IV RFP #80GSFC19R0016 REV 1

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (SEP 2017)

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

Item #	Description	Reference	Schedule	Delivery Method/ Addressee(s)
1.a	a) Core Spacecraft including all associated hardware, software, services and documentation (TBP)	Attachment A, SOW	As Required in Clause F.6	As Defined in Attachment A, SOW and Clause F.5 GSFC 52.247-95
1.b	b) Additional Core Spacecraft (Any additional Core Spacecraft proposed shall be numbered as 1b, 1c, etc. The Offeror shall provide the description for each individual Core Spacecraft proposed)	Attachment A, SOW	As Required in Clause F.6	As Defined in Attachment A, SOW and Clause F.5 GSFC 52.247-95
2	Services and Deliverables in accordance with Delivery Orders Issued and the SOW	As Defined in Individual Delivery Orders Issued	As Specified in Individual Delivery Orders Issued	As Defined and Specified in Individual Delivery Orders Issued
3	Core Spacecraft Mission Specific Modifications	Attachment A, SOW, Section 4.1.3 and Delivery Order (DO) requirements	As Specified in Attachment A, SOW	As Defined in Attachment A, SOW
4	Mission Specific Non-Standard Services	Attachment A, SOW, Section 4.2.1 and the DO requirements	As Specified in Attachment A, SOW	As Defined in Attachment A, SOW
5	Non-Mission Specific Non-Standard Services	Attachment A, SOW, Section 4.2.2 and the DO requirements	As Specified in Attachment A, SOW	As Defined in Attachment A, SOW
6	Non-Mission Specific Hardware	Attachment A, SOW, Section 4.2.3 and the DO requirements	As Specified in Attachment A, SOW	As Defined in Attachment A, SOW

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7	Flight Software, Source Code and Software Development and Maintenance System	Attachment A, SOW, Section 4.3.6 and the DO requirements	As Specified in Attachment A, SOW	As Defined in Attachment A, SOW
8	CDRL Documentation	Section J, Attachment C, Contract Data Requirements List (CDRL)	As Specified in Section J, Attachment C, CDRL Section 1.2	As Defined in Section J, Attachment C, CDRL Section 1.4 & 1.5
9	Spacecraft Interface Simulator	Attachment A, SOW, Section 4.3.4.2 and the DO requirements	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW
10	Small Business Subcontracting Plan Reporting	Section H GSFC 52.219-90; Section I NFS 1852.219-75; <i>(This clause is applicable when a subcontracting plan is required.)</i>	ISR–Semi-Annual (April 30 th and October 30 th) and Final SSR–Annual (October 30 th) <i>(Required at the DO Level)</i>	Electronic Format/ Electronic Subcontract Reporting System (eSRS) http://www.esrs.gov
11	Reporting of Inventions	Section G NFS 1852.227-70; Section G NFS 1852.227-72; Section I FAR 52.227-11 <i>(This clause only applies to small business firms or nonprofit organizations.)</i>	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion <i>(Required at the DO Level)</i>	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
12	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15 th and Final Report <i>(Required at the DO Level)</i>	NF 1018 Electronic Submission System (NESS)
13	Supplemental Financial Report of NASA Property in the Custody of Contractors	Section G GSFC 52.245-99	Monthly By the 21 st of each Month and Final Report	Contractor-Held Asset Tracking System (CHATS) at https://chats.nasa.gov
14	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72; Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/CO, COR, and Receiving & Inspection
15	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Days of Annual Physical Inventory	Property Administrator
16	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Delivery Order	Electronic Format/CO

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			Effective Date & Annual Updates As Required	
17	Safety & Health Reporting	Section H NFS 1852.223-75	As Required	CO
18	Spacecraft Image File	Section H H.13, Attachment I	30 Days after Contract Award	Electronic Format/CO
19	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	Required with Submittal of Delivery Order Proposal	Electronic Format/CO
20	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
21	Spacecraft Summary Data Sheet	Section H H.13, Attachment J	30 Days after Contract Award	Electronic Format/CO
22	Core System Performance Characteristics & Subsystem Details	Section H H.13, Attachment K	30 Days after Contract Award	Electronic Format/CO
23	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	https://www.sam.gov

TBP = To be Proposed

NOTES: Unless otherwise specified, “day” means “calendar day”.

Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1, 2, 3, 6, 7 and 9 will be specified in each individual delivery order at the time of delivery order issuance. Deliverables under Items 4, 5, 8 and 10-23 unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

B.2 1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is \$ **To Be Negotiated Under Each Delivery Order**.

(End of clause)

B.3 GSFC 52.216-92 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period

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of this contract is **\$500**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$4 Billion.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) 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. In no event will the adjusted maximum amount exceed 25% of the original maximum amount.

(End of clause)

B.4 GSFC 52.217-90 OPTION TO EXTEND (SEP 2013)

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the Contracting Officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option	Effective Ordering Period	IDIQ Maximum
1	Five (5) years commencing at the end of the base contract period for a total effective ordering period of ten (10) years.	Increased by \$2B for a Total Maximum Limitation Amount of \$6 Billion

(End of clause)

B.5 RESERVED

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the Supplies and/or Services To Be Provided clause of this contract in accordance with the Statement of Work, Attachment A; Rapid IV Contract Data Requirements List, Attachment C; and delivery orders issued hereunder.

(End of clause)

C.2 RESERVED

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

- (a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, “Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components”, as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

D.2 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.
 - (4) An explanation of the data used to make the unique identification number.

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(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:

Goddard Space Flight Center
Building 35, Code 279
Greenbelt, MD 20771

(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 D]

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E CLAUSES INCORPORATED BY REFERENCE

E.1 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.3 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with either of the higher-level quality standard(s) listed below.

TITLE	NUMBER	DATE
ANSI/ISO/ASQC Q9001	Q9001	2015
SAE AS9100	AS9100D	2016

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

E.4 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Function	Location
TBD	TBD	TBD

(End of clause)

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E.5 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 as follows:

Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

With shipment in waterproof envelope (one copy) for the consignee.

If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or GSFC/Wallops Flight Facility (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC/WFF Wallops:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(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.6 2.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) *Definitions. Services*, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work

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performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

E.7 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

Services Rendered and Reports/Documentation: Clause B.1, for deliverables under items 4, 5, 8 and 10-23.

(End of clause)

E.8 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

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

(End of clause)

E.9 TITLE TO MISSION SPACECRAFT

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(a) Title to the mission spacecraft furnished under this contract shall pass to the Government upon final acceptance, in accordance with Clause H.10, regardless of when or where the Government takes physical possession, unless the contract or delivery order specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss or damage to mission spacecraft shall remain with the Contractor until, and shall pass to the Government, upon final acceptance by the Government.

(c) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to the spacecraft caused by the gross negligence or willful misconduct of officers, agents, or employees of the Government acting within the scope of their employment.

(End of text)

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

SECTION F CLAUSES INCORPORATED BY REFERENCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

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

F.4 GSFC 52.217-92 EFFECTIVE ORDERING PERIOD (JAN 2014)

The effective ordering period of this contract shall be for a period of 5 years from the contract effective date of **TBD**.

(End of clause)

F.5 GSFC 52.247-95 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (FEB 2016)

Shipment of the items required under this contract shall be to:

<u>Item Number</u>	<u>Address</u>	<u>Marked For</u>
TBD	TBD	TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center, Greenbelt, Maryland, delivery personnel must first stop at Receiving Officer (Building 35) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

F.6 DELIVERY SCHEDULE

The core system as described in Clause B.1, Item #1, shall be delivered within the time specified per each individual delivery order. The anticipated standard delivery schedule for each core system is provided below:

(Note: Offerors shall fill in the standard delivery schedule for each core system.)

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For Example:

<u>Item</u>	<u>Description</u>	<u>No. of Months</u>
1a	Core System 1	XX months after receipt of order (ARO)

The Government reserves the right to order a specific core system identified in Clause B.1 with delivery of such core system as specified above.

Note: The above listed delivery schedules may be revised in response to delivery order requirements.

(End of text)

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

SECTION G CLAUSES INCORPORATED BY REFERENCE

G.1 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

G.2 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)

G.3 1852.227-70 NEW TECHNOLOGY- OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015) (NOT APPLICABLE WHERE THE PLACE OF PERFORMANCE IS OUTSIDE THE UNITED STATES)

G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)

G.5 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)

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

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at:

<https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.*

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

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

(i) *Vouchers.*

(A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(C) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(D) Progress reports, as required.

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(ii) *Invoices*

(A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.

(B) Progress reports, as required.

(C) Date goods and services were performed.

(iii) *Fee vouchers.*

(A) Listing of all provisionally-billed fee by period or date earned since contract award.

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

(C) A clear explanation of the fee calculations.

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

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

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

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

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

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

(End of clause)

G.6 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

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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 Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, 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 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

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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.7 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 orders awarded under this contract, if applicable, 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 the contractor’s facility 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.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
TO BE	SPECIFIED	IN EACH	DELIVERED	ORDER, IF	APPLICABLE	

The Government will furnish spaceflight instruments and associated equipment for the Contractor to integrate into the mission spacecraft, unless otherwise specified in a delivery order. The Government provided spaceflight instrument will be specified in the delivery order.

(End of clause)

G.8 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014)

The following personnel are authorized to issue delivery orders under this contract. All designated personnel are employed by the Federal Government unless otherwise indicated:

Only a Goddard Space Flight Center (GSFC) Contracting Officer is authorized to issue delivery orders under this contract, unless otherwise delegated, as evidenced by a letter of delegation

signed by the GSFC Contracting Officer.

(End of clause)

G.9 GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JUN 2019)

(a) In addition to the annual 1018 reporting required under clause NFS 1852.245-73 of this contract, the Contractor shall submit monthly property financial reports as described below if, at either award or any time during contract performance, the cumulative amount of NASA property is \$10 million or more.

(1) Monthly property financial reports shall be submitted including item-level supporting data for all items acquired/fabricated/modified where the total acquisition cost of the item is \$500,000 or more, in the contractor's or its subcontractors' possession. This data shall be submitted for all items in the property classifications of real property, equipment, special test equipment, special tooling, and agency peculiar property.

(2) Monthly data shall also be submitted for items of any acquisition cost in the classifications of materials and contract work-in-process (WIP). Specifically, itemized monthly data is required for materials and WIP line items when the estimated total acquisition cost of any item at completion will be \$500,000 or more.

(b) The monthly reports shall be electronically submitted using the Contractor-Held Asset Tracking System (CHATS) at <https://chats.nasa.gov> using the format described in the CHATS user's manual.

(c) Acquisition costs shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Supporting documentation shall be maintained and available for all amounts reported, including any amounts developed using estimating techniques.

(d) All adjustments shall be thoroughly explained and directly related to a specific Government Fiscal Year (GFY). If the GFY cannot be determined, the default shall be the previous GFY.

(e) Work Breakdown Structures (WBS) shall be provided for all Contractor acquired property (CAP), WIP, and any new materials acquired. The format shall be a five digit numerical level. (i.e., 803-10). If the WBS is not identifiable, contact the NASA GSFC Property Office for further guidance, as provided in paragraph (f)(4) below.

(f)(1) The data required for the monthly submission is due the 21st day after the close of the month.

e.g., August 21 for the month ending July 31
September 21 for the month ending August 31
October 21 for the month ending September 30

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(2) The monthly property financial reports required by this clause are separate from, and in addition to the annual NF 1018 reports.

(3) Both the NF 1018 report data and the September monthly report data are as of September 30. Corrections in monthly report data shall be handled as adjustments in the next monthly report after discovery of the error. (e.g., Errors in the September monthly report shall be reported as adjustments in the October monthly report. The NF 1018 shall reflect the corrected numbers and the contractor shall provide a note regarding the corrected monthly report error under Comments in the NF 1018.) Errors in the NF1018 found after the November 30 submission shall be reported as adjustments in the NF 1018 for the next reporting year, unless immediate correction and resubmission are directed by NASA.

(4) Questions may be directed to the following individuals of the NASA GSFC Property Office:

Angela King, (301) 286-3543, email angela.c.king@nasa.gov
Timothy Kelly (301) 286-8819, email: timothy.e.kelly@nasa.gov

(End of clause)

G.10 ORDERING PROCEDURES

1. Non-Standard Services, described in section 4.2 of the SOW, will follow the task ordering procedures in described in clause I.112.
2. Standard Services, described in section 4.1 of the SOW, will follow the procedures described in this section.

In accordance with FAR Subpart 16.505(b)(1), the Contracting Officer (CO) will give each Rapid IV Contractor a “fair opportunity to be considered” for each order in excess of the Simplified Acquisition Threshold, unless one of the conditions in 16.505(b)(2) applies. Procedures and selection factors to be considered for each Delivery Order (DO) providing for a “fair opportunity to be considered” are set forth below. The CO decision to issue a DO to a particular contract holder shall be based on the criteria stated below. Waivers and deviations to the mission specific Mission Assurance Requirements (MAR) may be considered at the DO level.

The Government reserves the right to issue a Request For Offer (RFO) for the delivery of a mission spacecraft* ready for payload-instrument integration. In such a case, the RFO will identify how the observatory** integration, shipment, and launch and operations support would be reduced or tailored for that specific mission.

The following procedures define the process by which (a) Delivery Orders will be competed and (b) Delivery Orders will be awarded.

(a) Delivery Order Competition Procedures:

RFO Contents: When Contractor submission of proposals is necessary, the Government

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will issue an RFO.

(1) Each RFO will include the following information:

- Date of the RFO;
- Description, Delivery Order Statement of Work, and other documentation upon which the Delivery Order price is to be based;
- Delivery or performance date(s);
- Government Furnished Equipment, if applicable;
- Use of NASA facilities, if applicable;
- Specific instructions and the evaluation criteria that will be utilized for award of the delivery order and specific instructions regarding the level of detail contractors shall include in its offer for the delivery order.
- Funding profile, if applicable; and
- Due date for submission of Offer. Generally, contractor’s responses to RFOs will be due within four weeks after the RFO issue date.

(2) Each RFO will require the following information be submitted:

(A) Past Performance

Specific information will be requested for the purpose of evaluating Past Performance.

(B) Small Business Subcontracting Plan

This applies ONLY to large businesses. (*Applicable if the subcontracting possibilities are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.*)

(1) The contract includes FAR clause 52.219-9, “Small Business Subcontracting Plan and its Alternate IP”. Individual Subcontracting Plans shall be submitted with the contractor’s RFO proposal.

(2) The Contracting Officer's assessment of appropriate subcontracting goals, expressed as a percent of the DELIVERY ORDER VALUE, are as follows:

Small Disadvantaged Business Concerns	2.5%
Women Owned Small Business Concerns	2.0%
Historically Black Colleges and Universities and Minority Institutions	0%
HUBZone Small Business Concerns	0.5%
Veteran-Owned Small Business Concerns	1.0%
Service Disabled Veteran-Owned Small	0.5%

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Business Concerns	
Total Small Business Subcontracting	13.0%

(NOTE: FOR PURPOSES OF THE SUBCONTRACTING PLAN, THE PROPOSED GOALS MUST BE STATED AS A PERCENT OF TOTAL SUBCONTRACTS, NOT AS A PERCENT OF DELIVERY ORDER VALUE)

These goals will be applicable to delivery orders awarded under Rapid IV contracts. The contractor is encouraged to propose goals that are equivalent or greater than those recommended by the Contracting Officer. However, contractors should perform an independent assessment. The goals included in the submitted Subcontracting Plan for the delivery orders may be higher, lower, or the same as the goals stated above, depending upon the contractor’s independent assessment.

With regard to any goals stated above, contractors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals.

(C) Government Property

Attachment L of the RFO shall contain NASA FAR Supplement (NSF) provisions 1852.245-80, “Government Property Management Information” and 1852.245-81, “List of Available Government Property.” The first provision requires the submittal of certain information regarding the contractor’s Government property management procedures. The second provision requires the contractor’s to indicate if they intend to use any Government property that may be offered by the RFO or if the contractor requests the use of Government property not identified by the RFO.

(D) Organizational Conflicts of Interest (OCI) Avoidance Plan

The contract includes NFS clause 1852.237-72, Access to Sensitive Information. The attention of prospective offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. In accordance with Attachment H, provision D) GSFC 52.209-301 Notice Of Potential Organizational Conflicts Of Interest, offerors shall submit for NASA Contracting Officer approval, an Organizational Conflicts of Interest (OCI) Avoidance Plan with their delivery order proposal. The OCI Submission shall comprise of the Offeror’s OCI Assessment and its OCI Plan as outlined in Attachment H. The Offeror’s OCI Avoidance Plan will be incorporated into the delivery order under Clause J.1 as Attachment TBD.

(E) Information Technology (IT) Security Management Plan

In accordance with NFS clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, within 30 days after the delivery order effective date, the successful contractor shall submit for NASA approval a comprehensive IT Security Management Plan. The information to be included in this plan is outlined in Attachment TBD, Information Technology Security Management Plan, which is provided for information purposes at this time in **Enclosure 2** and shall be used by the successful offeror to prepare their plan. The Contracting Officer will review the plan for

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completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the delivery order as a compliance document.

Delivery Order Evaluation/Selection Criteria: Upon receipt of the Contractor's offer, the Government will review the offer for completeness and acceptability. The determination of which Contractor is awarded the mission may be based upon the following evaluation factors:

- Approach to meeting the mission specific requirements;
- Total proposed firm-fixed price for the delivery order; and
- Past Performance

The specific details for each factor will be identified in the RFO and may be unique to each mission.

Response to RFOs: Contractors may "No Bid" any RFO. Contractors shall notify the Contracting Officer within 7 calendar days of its intent to bid. When a Contractor responds to an RFO, it shall indicate that the offer submitted in response to the RFO is compliant with the contract terms, statement of work, and the RFO.

The proposed mission price, including the core system and mission unique modifications shall be a firm-fixed price for all efforts required under the order for that mission. Bid and proposal type costs associated with responding to an order, or with an RFO that may lead to an order, must be treated as an indirect cost.

All Delivery Order offers shall be submitted by the date and time specified in the RFO, or it will be treated as a late offer and will not be considered by the Government, unless the Contracting Officer determines that it is in the Government's best interest to do so.

(b) Award of Delivery Order:

Delivery Orders will be placed within the effective ordering period of this contract.

Each of the Contractors submitting offers will be notified of the Government's selection decision for the Delivery Order awarded.

Each Delivery Order will include the following information:

- Date of the Delivery Order, Contract number and Delivery Order number;
- Description, Statement of Work, and other documents upon which the Delivery Order price is based;
- Delivery or performance date(s);
- Firm fixed price;
- Accounting and appropriation data;
- Government Furnished Property, if applicable; and

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- Funding Profile, if necessary.

***NOTE: Mission Spacecraft = Core Spacecraft and mission specific modifications.**

****NOTE: Observatory = Mission Spacecraft with integrated payload-instruments.**

(End of text)

G.11 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) ALTERNATE I

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

http://prod.nais.nasa.gov/pub/pub_library/Omb.html

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (*e.g.*, protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

http://prod.nais.nasa.gov/pub/pub_library/Omb.html

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

G.12 CORE SPACECRAFT UPGRADES

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The Contractor may offer technology upgrades to its proposed core spacecraft listed in Clause B.1 by submission of upgrades. Examples of technology upgrades include, but are not limited to, replacement of obsolete parts and advances in technology or production practices. Such upgrades may not be submitted more than once per contract year per core spacecraft.

All technology upgrades to the core spacecraft design shall provide the same, or greater, performance characteristics as the technology being replaced. All technology upgrades to the core spacecraft design shall have a successful flight history.

The Government will consider offeror upgrades no sooner than one year after contract award and once a year from such update thereafter. Upgrades shall be submitted in a format consistent with the requirements of Appendix A and Appendix B CDRLs, as applicable.

If the upgrades are accepted by the Government, the contract will be modified to include such upgrades.

The Government will not accept proposals for additional core spacecraft as a contract update. Contractors may submit proposals for additional core spacecraft in accordance with G.13, “Additional Core Spacecraft and Contract Awards.”

(End of text)

G.13 ADDITIONAL CORE SPACECRAFT AND CONTRACT AWARDS

Periodically, the Contracting Officer will accept and evaluate proposals with the intention of adding additional contracts and/or modifying existing contracts to add additional core spacecraft. This will be via “on-ramps,” which contractors may request, and the Government may hold at any time during the contract effective ordering period. In addition, the Government may solicit proposals via additional on-ramps to accommodate specific mission needs. When the on-ramp is offered, it will be synopsisized on the Government-wide Point of Entry (GPE).

Proposals shall be subject to the same proposal instructions and evaluation procedures as the Rapid IV Request for Proposal #80GSFC19R0016 dated TBD. Proposal instructions and evaluation procedures may be obtained from the RSDO website, <http://rsdo.gsfc.nasa.gov>.

(End of text)

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H CLAUSES INCORPORATED BY REFERENCE

H.1 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.2 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)

H.3 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

H.4 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Goddard Space Flight Center, 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)

The following clause will be applicable at the delivery order level, if necessary.

H.5 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

Note: The Government contemplates incrementally funding delivery orders; therefore delivery orders may include this clause as applicable.

(a) Of the total price of items through **TBD**, the sum of **\$TBD** is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

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SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

(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 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.

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

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

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

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

(End of clause)

The following clause is applicable if the subcontracting possibilities on an individual delivery order, are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.

H.6 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (NOV 2016)

a. Subcontracting Plan (Contractor)

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

b. Subcontracting Plan (Subcontractors)

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

c. Individual Subcontract Reports (ISRs)

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

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March

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31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

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

d. Summary Subcontract Reports (SSRs)

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

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

e. Subcontractor Reporting

FAR clause 52.219-9 Small Business Subcontracting Plan requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.7 RESERVED

The following clause will be applicable at the delivery order level.

H.8 GSFC 52.243-91 LAUNCH DELAYS (FEB 1991)

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of **TBD**. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

The following clause will be applicable at the delivery order level.

H.9 PERFORMANCE-BASED PAYMENT EVENTS AND COMPLETION CRITERIA

In accordance with Clause I.109, “PERFORMANCE BASED PAYMENTS (52.232-32)”, upon successful completion of an event, the contractor may request performance based payments. The performance based payments shall be based on the major events as listed below and the interim events identified in Section J, Attachment B, as applicable. **The percentages are based on the total value of the order. The total percentage of payments proposed for all events, both interim and major, shall not exceed 90%.** (See Enclosure 1 to Section L for instructions for proposing interim milestone events and associated completion criteria.)

Payment Event No.	Milestone Payment Event	Percent	Month
1	S/C Systems Requirements and Systems Definition Review (SRR/SDR)	TBD	ARO+
2	S/C Preliminary Design Review (PDR)	TBD	ARO+
3	S/C Critical Design Review (CDR)	TBD	ARO+
4	Instrument Integration Readiness Review (IIRR)	TBD	ARO+
5	Observatory Pre-Environmental Review (PER)	TBD	ARO+
6	Observatory Pre-Shipment Review (PSR)	TBD	ARO+

ARO = After Receipt of Order (Delivery Order signed by Contracting Officer)

S/C = Spacecraft

The above events may apply to each delivery order for a mission issued under this contract.

The milestones in this clause apply to delivery orders for an Observatory. Should a mission require alternate milestone payment events, such terms shall be included in the mission specific RFO and resulting delivery order.

The Contracting Officer shall unilaterally determine the Contractor’s completion of each event. The Contracting Officer’s determination of event completion will include, but is not limited to, the completion criteria described in Section 4.3.1.4.2 of the SOW and the associated CDRLs, and the applicable completion criteria listed in Section J, Attachment B. Generally, payment events shall be paid in succession. All preceding payment events shall be successfully completed before payment will be made for the next payment event, unless the prior written consent of the Contracting Officer is obtained.

(End of text)

H.10 ACCEPTANCE AND FINAL PAYMENT

The acceptance and final payment terms in this clause apply to delivery orders requiring delivery of an Observatory. Non-Standard Services shall require alternate acceptance terms, which shall be included in the mission specific RFO and resulting delivery order. This Section represents the only definition of the term “acceptance” that the Government recognizes for this procurement vehicle.

The Contracting Officer or authorized representative will verify the completion of on-orbit

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check-out. At the successful completion of all on-orbit check-out activities and upon the Contractor meeting all requirements for acceptance, the Government will make final acceptance for each observatory on-orbit or as specified in the delivery order.

Upon delivery of the observatory to the point of delivery listed in the delivery order, the Contractor shall submit a DD Form 250 to the Contracting Officer. The Government will accept the observatory following completion of on-orbit check-out and verification that the observatory meets all of the performance and technical requirements of this contract and delivery order. Acceptance of each observatory shall be accomplished by the Contracting Officer's signature on the DD Form 250. The Government may reject the observatory if it fails to meet any of the performance and technical requirements of this contract and delivery order. Following final acceptance by the Government, the Contractor may submit a final invoice for the unliquidated price of the Observatory. The unliquidated price of the Observatory shall be the delivery order price less any payments made to the Contractor in accordance with H.9 "PERFORMANCE-BASED PAYMENT EVENTS AND COMPLETION CRITERIA." The Contractor shall not be held liable for the degradation of the Observatory nor for the risk of loss of the Observatory due to failure of the Government provided launch vehicle, Government provided instrument(s), or Government provided ground operations.

Acceptance Criteria – The acceptance of the Observatory shall occur after the Contractor demonstrates that the Observatory meets all of the following:

- (a) The Observatory, its subsystems, components, and materials meet all of their specifications, both individually and collectively as defined by the delivery order, and this compliance has been confirmed by Government approval after successful completion of the Observatory Pre-Shipment Review (PSR), as defined in CDRL 20F.
- (b) The Observatory has successfully completed a 30-day (or a different period as defined in the delivery order) On-orbit Performance Verification Program as defined in the SOW Section 4.3.7.4.
- (c) The Contractor has successfully completed the Post Launch Observatory Acceptance Review (OAR) as defined in the SOW and CDRL 20G.
- (d) The Contractor shall have provided to the Government project an acceptable End Item Acceptance Data Package in compliance with Rapid IV SOW Section 4.3.7.4 and CDRL 18.
- (e) All other requirements of the delivery order have been satisfied.

(End of text)

H.11 CONTRACTOR AND USER ASSISTANCE

Offerors are advised that specified employers and/or team members of Government and non-Government users (for example, contractor employees, non-Government Principal Investigators) and Government support contractors may potentially assist the Government during the evaluation of proposals submitted in response to a Request for Offer (RFO), and during

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performance of a delivery order. If such support is required, the RFO and the resulting delivery order will identify the respective individual(s) and their employer, and any support contractor(s). The individual(s) and support contractor(s) may be authorized access to all data necessary to enable them to provide specific advice on specialized matters or on particular issues.

In order to provide the required assistance, the specified individual(s) and support contractor(s) will need periodic access to data, and will be required to attend regular progress reviews at which data may be disclosed which the Contractor may consider proprietary or privileged. Accordingly, the Contractor agrees to cooperate with such individual(s) by engaging in technical matters of the program.

Any involvement of support by such individual(s) and support contractor(s) will be subject then to the same requirements of the "Access to Sensitive Information" clause contained at I.92 of this contract.

The Contractor may negotiate its own non-disclosure agreement with such individual(s) and/or their employer(s), as well as with support contractor(s). However, the lack of an agreement between the Contractor and supporting individual(s) and support contractor(s) shall not affect the ability of the Government to disclose data to those individual(s) and support contractor(s) under this clause.

(End of text)

The following clause may be applicable at the delivery order level.

H.12 PAYBACK/REPLACEMENT OF SPACECRAFT

A payback of the total price or a replacement spacecraft for a mission may be required if the spacecraft acceptance criteria are not met as determined by the Contracting Officer. Where the Government requires payback for the mission, this amount shall be equivalent to the respective spacecraft price in the delivery order, excluding any performance based milestone payments in Clause H.9, not made to date. The Government's election and terms and conditions for payback or replacement will be set forth in the RFO and resulting delivery order.

In the event of an on-orbit spacecraft failure, the contractor shall not be liable for the payback or replacement of the government-provided instrument(s) and government provided launch service.

(End of text)

H.13 RAPID IV SPACECRAFT DATABASE & CATALOG SET-UP

The RSDO assembles a catalog of the available spacecraft including a summary of the respective spacecraft capabilities. This promotes the use of the contract and aids the planning of future missions by providing information regarding available spacecraft and their capabilities.

Following the award of the Rapid IV contracts, NASA/GSFC will issue a one-time Delivery Order (DO) that will cover the minimum guarantee in accordance with clause B.3. The Contractor shall submit

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and invoice for payment against the one-time delivery order, upon successful completion of the below requirements.

For each Core Spacecraft incorporated under this contract, the Contractor shall provide publically releasable Spacecraft Data consisting of:

- (a) Rapid IV Spacecraft Summary Data Sheet;
- (b) Rapid IV Core System Performance Characteristics & Subsystem Details;
- (c) Spacecraft Image File

The Contractor shall provide draft copies of the information requested under Attachment I – “Spacecraft Image File”, Attachment J – “Spacecraft Summary Data Sheet”, and Attachment K – “Core System Performance Characteristics & Subsystem Details” for review and initial approval by the Government. The Government will review the drafts for completeness and appropriateness to the needs of the RSDO. The contractor shall incorporate the changes required by the RSDO and submit final copies for final approval.

The contractor shall deliver a four page (8-1/2” x 11”each), publicly releasable, specification/data sheet for each core spacecraft. Provide one copy in PDF format and one copy in HTML. This will be used by NASA as a handout package for promotional purposes and will be posted on the RSDO website. The contractor may include a corporate logo. In addition, the following contact information must appear in a 2.25 inch high by 3.5 inch box, in the lower right corner of the last page, in Times New Roman 12 pt font:

Rapid Spacecraft Development Office (RSDO)
NASA Goddard Space Flight Center
Mail Code 401.1
Greenbelt, MD 20771 USA
Phone: 301-286-1289
Email to: rsdo@rsdo.gsfc.nasa.gov

Except as noted above, technical content and layout is at the discretion of the contractor. It is recommended that enough information be provided to aid Principal Investigators and mission planners in determining a rough fit of their mission requirements to the capabilities of the spacecraft. Additional mission specific capabilities may also be provided, but shall be labeled as such.

A minimum acceptable list of information to be included is as follows:

- Core spacecraft mission heritage.
- Launch vehicle compatibility and orbit capability.
- Graphics or pictures of flight and stowed-for-launch configurations (with dimension).
- Design mission lifetime and reliability rating (e.g. 5 years at Ps of 9.0).
- Structure type description (e.g. aluminum frame, with honeycomb panels).
- Type and power capability of electrical power subsystem.
- Payload-instrument accommodations including: payload mass capability, mounting locations and volumes (interior and exterior), payload electrical power capabilities, data interface(s) type(s), payload thermal accommodations and science data storage.

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- Attitude control architecture type (e.g. gravity gradient, spin stabilized, etc.) and capability (pointing accuracy, stability, slew).
- Communication systems type and capability.
- Command & data handling type and capability.
- Means of spacecraft thermal control.
- Propulsion type and capability (e.g. monoprop, blowdown pressurization, thruster count).
- Contract baseline delivery schedule, ARO through launch and on-orbit checkout, showing Rapid IV required reviews.
- Facilities overview and use plan.
- Other special features and capabilities (if applicable).
- Known mission specific additional capabilities available at extra cost (if any).

The contractor shall provide an MS Excel spreadsheet summary of publicly releasable performance capability data for each core spacecraft under contract. The contractor shall follow the outlined provided in Attachment J –“Spacecraft Summary Data Sheet”, for this purpose. This information will be compiled by NASA as a side-by-side comparison chart of the basic capabilities of the Rapid IV spacecraft and provided on the RSDO website and in handouts for use by Government mission planners. The contractor may include special notes and changes in performance associated with contract options by inserting Excel “comments” into the applicable Excel data cells. (See Attachment J –“Spacecraft Summary Data Sheet” for examples).

The contractor shall provide a publically releasable electronic image file (will be incorporated into the contract under Clause J.1 as Attachment I) for each of its core spacecraft to be used by the RSDO in presentations and other materials relating to RSDO core spacecraft. The electronic image shall be either in the form of a color artistic rendering or actual color photograph and on a white background. The image shall be a single JPEG file that is reproducible and re-sizeable.

For each core spacecraft under the Rapid IV contract, the contractor shall provide, in a single MS Excel spreadsheet file, the complete set of Spacecraft Performance and Subsystem Data in accordance with Attachment K – “Core System Performance Characteristics & Subsystem Details. This shall be equivalent to the data provided in CDRL 1 of the contractor’s proposal.

However, only the electronic spreadsheet portion of the CDRL 1 data (referred to as CDRL 1 enclosure 1 (Part 1) items 1.1 and 1.2) should be submitted and not the CDRL 1 (Part 2) section of the core spacecraft proposal. The Part 2 information is for internal Government use and will not be released publicly.

(End of text)

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

SECTION I CLAUSES INCORPORATED BY REFERENCE

I.1 52.202-1 DEFINITIONS (NOV 2013)

I.2 52.203-3 GRATUITIES (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

The following clause is not applicable for individual delivery orders that are performed entirely outside the United States:

I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(b)(3) Inspector General Hotline Posters may be obtained from <https://oig.nasa.gov/hotline.html>

I.11 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

I.14 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

I.15 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

I.16 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

I.17 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

I.18 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

I.19 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

I.20 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

I.21 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

I.22 52.210-1 MARKET RESEARCH (APR 2011)

I.23 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I.24 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)

I.25 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I.26 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

I.27 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

I.28 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

I.29 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

I.30 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

I.31 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)

I.32 RESERVED

I.33 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

The following clause is not applicable to awards made to small businesses. This clause is also not applicable if the contract/individual delivery orders, together with all of its subcontracts, will be performed entirely outside the United States and its outlying areas:

I.34 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

The following clause is not applicable to awards made to small businesses. This clause is applicable when a subcontracting plan (FAR 52.219-9) applies to an individual delivery order and if the subcontracting possibilities, are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas:

I.35 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

I.36 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

[Paragraph (g) insert: The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 336414 assigned to contract number TBD.

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

Authorized Contractor Signature: _____

Date: _____

Authorized Contractor Signer's Name: _____

Authorized Contractor Signer's Title: _____]

I.37 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands:

I.38 52.222-3 CONVICT LABOR (JUN 2003)

I.39 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

I.40 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States by employees who were not recruited within the United States:

I.41 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States by employees who were not recruited within the United

States:

I.42 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

The following clause only applies if the contractor is required to perform in or on behalf of a foreign country:

I.43 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States by employees who were not recruited within the United States:

I.44 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

I.45 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.46 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States:

I.47 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside of the United States and its outlying areas or any part of a contract performed outside the United States and its outlying areas:

I.48 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.49 52-223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.50 52.225-1 BUY AMERICAN ACT – SUPPLIES (MAY 2014)

I.51 52.225-5 TRADE AGREEMENTS (AUG 2018)

I.52 52.225-8 DUTY-FREE ENTRY (OCT 2010)

I.53 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.54 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.55 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

To qualify for the following clause, contractor must represent itself as either a small business firm or a nonprofit organization:

I.56 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (MAY 2014) AS MODIFIED BY NFS 1852.227-11 (APR 2015)

I.57 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

- I.58 52.229-6 TAXES—FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)**
- I.59 52.232-1 PAYMENTS (APR 1984)**
- I.60 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I.61 52.232-11 EXTRAS (APR 1984)**
- I.62 52.232-17 INTEREST (MAY 2014)**
- I.63 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**
- I.64 52.232-25 PROMPT PAYMENT (JAN 2017)**
- I.65 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**
- I.66 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- I.67 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**
- I.68 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)**
- I.69 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I.70 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.71 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)**
- I.72 52.242-13 BANKRUPTCY (JUL 1995)**
- I.73 52.243-1 CHANGES - FIXED-PRICE (AUG 1987)**
- I.74 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**
- I.75 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)**
 - Para (b) - 10 Calendar days
 - Para (d) - 14 Calendar days
- I.76 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)**
- I.77 52.245-1 GOVERNMENT PROPERTY (JAN 2017)**
- I.78 52.245-9 USE AND CHARGES (APR 2012)**
- I.79 52.246-24 LIMITATION OF LIABILITY - HIGH-VALUE ITEMS (FEB 1997)**

I.80 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.81 52.248-1 VALUE ENGINEERING (OCT 2010)

I.82 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

I.83 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.84 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

The following clause is applicable if the contract/individual delivery orders issued is/are performed at a contractor facility in the United States:

I.85 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)

I.86 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

I.87 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

I.88 1852.215-84 OMBUDSMAN (NOV 2011)

The following clause is applicable if the subcontracting possibilities are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas:

I.89 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)

The following clause is applicable if the subcontracting possibilities, are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas:

I.90 1852.219-77 NASA MENTOR- PROTÉGÉ PROGRAM (APR 2015)

I.91 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (APR 2015)

I.92 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

I.93 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

I.94 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.95 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Goddard Space Flight Center Procurement

Officer and shall not be binding until so approved.

(End of clause)

I.96 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

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- (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

**I.97 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUL 2018)
(DEVIATION 18-04)**

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(a) Before awarding any subcontract expected to exceed \$2,000,000; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2,000,000, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.

(End of clause)

L98 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (DEVIATION 18-04)

(a) The requirements of paragraphs (b) and (c) of this clause shall—

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed \$2,000,000; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$2,000,000; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$2,000,000, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph

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(b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2,000,000.

(End of clause)

I.99 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued within the effective ordering period (See Clause F.4).

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

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

(End of clause)

I.100 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$250,000,000;

(2) Any order for a combination of items in excess of \$500,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the

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Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.101 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the period of performance specified in any issued Delivery Orders.

(End of clause)

I.102 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 any period before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

The following clause is applicable if the subcontracting possibilities, are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas:

Note: 52.219-9 Alt. II applies to this RFP. 52.219-9 without the Alt. II applies to all delivery orders that meet the threshold.

**I.103 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)
(DEVIATION) ALT II (NOV 2016)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government

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has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

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(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.=

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

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(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

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(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

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(vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

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(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if—

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

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(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master subcontracting plan has been approved;

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(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small

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disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR. (i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency,

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a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

The following clause is not applicable if the contract/individual delivery orders issued is/are performed outside the United States by employees who were not recruited within the United States:

I.104 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(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 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 of \$150,000 or more 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)

The following clause is not applicable if both performance of the work and the recruitment of workers related to the contract/individual delivery orders issued is/are will occur outside the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island:

I.105 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 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.106 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause—

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

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

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Covered telecommunications equipment or services means—

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

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

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

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications

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equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of Clause)

I.107 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007) as modified by NASA FAR Supplement 1852.227-14 (APR 2015)

(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

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- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
 - (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
- (2) Does not include computer databases or computer software documentation.

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

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

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

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

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

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

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

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The

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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.

(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

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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

This work was authored by employees of [TBD] under Contract No. [TBD] 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.

(End of Notice)

(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.

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(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 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;

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(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

(3) 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.

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(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

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

(End of notice)

(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)

(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 and other legitimate government use.

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(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. TBD (and subcontract, if appropriate) with TBD (name of Contractor and subcontractor).

(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.108 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987) *(To be filled in by Contractor)*

Except for data contained on pages TBP, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated TBP, upon which this contract is based.

(End of clause)

I.109 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(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 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 (a) 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

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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 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 subparagraph (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.

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(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 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;

(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

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(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.

(End of clause)

I.110 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For Federal Acquisition Regulation (FAR) clauses, see

<https://www.acquisition.gov/browse/index/far>

For NASA FAR Supplement (NFS) clauses, see

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

(End of clause)

I.111 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

I.112 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) -- ALTERNATE II (APR 2018)

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

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

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

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- (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 30 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.
- (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.
- (i) Contractor shall submit progress reports, as required. When required, the reports shall contain, at a minimum, the following information:
- (1) Contract number, task order number, and date of the order.

- (2) Price and billed amounts to date for each task order.
- (3) Significant issues/problems associated with the task order.
- (4) Status of all task orders issued under the contract.
- (5) Invoice number.

(End of clause)

**I.113 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA
(DEVIATION) (FEB 2012)**

(a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

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

(End of clause)

[END OF SECTION I]

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SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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

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

Attachment	Description	Date	No. of Pages (Including Cover Page)
A	Statement of Work (SOW)	September 11, 2019	23
B	1. Core System (a) System Performance Specification (SPS) (b) System Performance Verification Program Plan (c) Performance Based Payment Schedule	TBP	TBP
	2. As necessary based on number of Core Systems proposed	TBP	TBP
C	Rapid IV Contract Data Requirements List (CDRL)	September 11, 2019	46
D	Project Control Plan consisting of: (a) Project Management Plan (b) Systems Engineering Plan (c) Systems Assurance Plan	TBP	TBP
E	Master Subcontracting Plan	TBP	TBP
F	Information Technology (IT) Security Applicable Documents List	June 2016	15
G	RESERVED		
H	Additional Clauses & Provisions Applicable At The Delivery Order Level	September 11, 2019	9
I	Spacecraft Image File	TBS	TBS
J	Spacecraft Summary Data Sheet	TBS	TBS
K	Core System Performance Characteristics & Subsystem Details	TBS	TBS

TBP = To be Proposed

(The offeror must provide as part of their proposal in response to this solicitation)

TBS = To be submitted upon Issuance of the one-time DO.

(End of clause)

[END OF SECTION J]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336414.

(2) The small business size standard is 1,250 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(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.

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(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;

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 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.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(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.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 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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(xiv) 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.

(xv) 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 items.

(xvi) 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.

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

(xviii) 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.)

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

(xx) 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

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(xxiv) 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:

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

(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.

(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 [*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)

K.2 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).

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 [] 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

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(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.3 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(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 \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it—

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

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

(3) Has not [], 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.4 52.209-13 Violation of Arms Control Treaties or Agreements—Certification (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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

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_____ (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 via the internet at <https://www.state.gov/t/avc/rls/rpt/>; 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 via the internet at <https://www.state.gov/t/avc/rls/rpt/>; 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 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.

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(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

(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.5 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

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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)

K.6 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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 the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(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,

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regardless of whether that use is in performance of work under a Federal contract. 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.

(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 will, 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 does, 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

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(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—

(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)

(End of Provision)

**K.7 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES—
REPRESENTATION (DEC 2019)**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, 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) Representation. The Offeror represents that it [] does, [] 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.

(End of Provision)

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L PROVISIONS INCORPORATED BY REFERENCE

L.1 RESERVED

L.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

L.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

L.4 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

L.5 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L.6 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.7 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017)

L.8 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

L.9 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.10 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)

L.11 1852.233-70 PROTESTS TO NASA (DEC 2015)

L.12 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple fixed-price, indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of provision)

L.13 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

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(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

**L.14 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS
(MAR 2000)**

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must—

(i) Comply with FAR 32.1004;

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(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of—

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

L.15 52.233-2 SERVICE OF PROTEST (SEPT 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 from

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Bldg. 35 – Shipping and Receiving Dock
Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP 80GSFC19R0016
Attn: Cynthia White
NASA/GSFC Mail Code: 401.1
Contracting Officer Phone: (301) 286-1915

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(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.16 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of provision)

L.17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

L.18 1852.215-81 PROPOSAL PAGE LIMITATIONS (APR 2015)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

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Proposal Section	Page Limit	Proposal Subsection
Offer Volume I	None	a) Acronym and Abbreviation Lists b) Standard Form (SF) 33; Offeror Fill-ins; Section K c) Additional Information
Technical Acceptability Standards Volume II <i>(1 Per Proposed Core Spacecraft)</i>	52 <i>(For subsections b and d only)</i>	a) Offeror's Acronym and Abbreviation Lists have no page limit b) Technical Standard 1: Offeror's Technical Acceptability Standards Compliance Matrix shall not exceed 2 pages c) Technical Standard 2: Offeror's Implementation Schedule has no page limit d) Technical Standards 3 through 7 shall not exceed 50 pages e) Technical Standard 8: Offeror's Master Subcontracting Plan has no page limit f) Technical Standard 9: Offeror's Appendix A, System Performance Specification has no page limit g) Technical Standard 9: Offeror's Appendix B, System Performance Verification Program Plan has no page limit h) Technical Standard 9: Offeror's Appendix C, Project Control Plan (PCP) has no page limit i) Technical Standard 10: Offeror's Performance Based Payment Schedule has no page limit
Past Performance Volume III	None	N/A

(b) A page is defined as one side of sheet, 8 1/2 " × 11", with at least one inch margins on all sides, using not smaller than 12 point type. This requirement does not apply to offeror's pre-existing documents. Foldouts count as an equivalent number of 8 1/2 " × 11" pages. The metric standard format most closely approximating the described standard 8 1/2 " × 11" size may also be used. Other limitations/instructions identified as follows:

8 point font will be allowable for tables and figures only.

(c) Identify any exclusions to the page limits that are excluded from the page counts specified in paragraph (a) of this provision (e.g. title pages, table of contents) as follows: N/A

(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

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by the Government and will be returned to the offeror.

(End of provision)

**L.19 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION
(SEP 2017)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Cynthia White
Phone: 301-286-1915
(Collect calls not accepted)

Email: Cynthia.L.White@nasa.gov

(End of provision)

**L.20 GSFC 52.215-201 PROPOSAL PREPARATION – GENERAL INSTRUCTIONS
(DEC 2018)**

It is NASA’s intent, by providing the instructions set forth below, to solicit information that will demonstrate that the offeror meets the “Technical Acceptability Standards” and demonstrates its competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract;
- Convey the company's capabilities for transforming understanding into accomplishment;
- Present in detail, the plans and methods for so doing;

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in three volumes as specified below:

Proposals should be organized in three volumes: offer, technical, and past performance.

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Volume	Title	Copies
I	Offer Volume	Original plus 2 Hard Copies and two electronic copies
II	Technical Acceptability Standards Volume	Original plus 7 Hard Copies and two electronic copies
III	Past Performance Volume	Original plus 2 Hard Copies, and two electronic copies

(2) All pages of Volumes I, II, and III shall be numbered and identified with the offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(3) Two electronic copies of the offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above) in Microsoft Office Word (compatible with Word 2010) or Adobe Portable Document Format (PDF) (compatible with version X). DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, and III, shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. The offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The offeror must certify that the electronic medium is virus free.

(4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW, the Technical Acceptability Standards, and other evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(5) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor.

(6) The Attachments J and K and CDRL1 Enclosure 1 provided in the RFP are in Portable Document Format (PDF). Prior to completing the Attachments and Enclosure, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use

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the following steps:

- (1) Open the Attachment L Enclosure .PDF file in Adobe Acrobat DC.
- (2) Click on the Export PDF tool in the right pane.
- (3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
 - a. Under the “Save As XLSX Settings” window, ensure that following selections are made:
 - i. Under Excel Workbook Settings ensure “Create Worksheet for each Page” is selected.
 - ii. Under Numeric Settings ensure “Detect decimal and thousands separators using regional settings.”
 - iii. Under Text Recognition Settings ensure “Recognize text if needed” is selected.
 1. Ensure “English” is the selected language.
 - b. Click “OK”
- (4) Click Export.
- (5) Name the Excel file and save it in a desired location.

(End of provision)

L.21 GSFC 52.215-203 OFFER VOLUME (MAR 2019)

This portion of the proposal shall be provided as a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.gov>, in accordance with Section K provision FAR 52.204-8, Annual Representations and Certifications. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of 210 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.

(2) Provide the names, phone numbers and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions.

NO EXCEPTIONS WILL BE ALLOWED

THE GOVERNMENT WILL NOT ACCEPT PROPOSALS WITH ALTERNATE TERMS AND CONDITIONS.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Waiver of Rights to Inventions

This solicitation contains NFS clause 1852.227-70, “New Technology—Other than a Small Business Firm or Nonprofit Organization” and NFS provision 1852.227-71, “Request for Waiver to Rights to Inventions”. Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(6) Subcontractor Listing

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The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal.

(7) Offeror Eligibility for Award and Heritage Spacecraft Eligibility for Inclusion into the RSDO IV Catalog

NASA/GSFC Rapid IV contract award is limited to spacecraft Offerors that can demonstrate a minimum of two successful spacecraft developments, as an aerospace company. **In order for an offeror's company to be eligible for inclusion in the Rapid IV catalog, the offeror's company shall have developed and flown, at least TWO spacecraft successfully through on-orbit checkout and acceptance. In order for the offeror's heritage design to be eligible to be proposed for inclusion in the Rapid IV catalog, the offeror's heritage spacecraft design shall have successfully flown, at least ONCE, through on-orbit checkout and acceptance.**

The offeror shall provide information verifying that they have been the contractor on a minimum of two successful spacecraft developments. To be considered successful, the spacecraft development shall include, at a minimum, spacecraft design, build & test; observatory Integration and Test (I&T); customer specified observatory-level testing; shipment of the observatory to the launch site; launch vehicle I&T support; pre-launch operations support and launch support; successful on-orbit spacecraft checkout; on-orbit checkout support of instrument(s)/payload; and on-orbit acceptance review. Any Offeror who has not successfully performed and have been directly responsible as a contractor for all of the previously mentioned tasks for each of two spacecraft developments shall not be eligible for award.

The offeror shall provide the Spacecraft Verification Questionnaires provided as Exhibit 1 to each of its customers. The Offeror shall provide at least two Spacecraft Verification Questionnaires per spacecraft being proposed for incorporation into the Rapid IV catalog. The Offeror shall instruct each of its references to return the questionnaire directly to the Government **2 weeks prior to proposal due date**. No Offeror will be eligible for award who has not **have developed and flown, at least TWO spacecraft successfully through on-orbit checkout and acceptance** by the due date for receipt of proposals. The offerors shall provide the information, for items 'I', 'II', and 'III' below, for each of the two successful spacecraft developments.

I. Customer's name, address, telephone number and email address of both the lead contractual and technical personnel. (Please verify the telephone numbers and email addresses provided are current and correct.)

II. Mission name or designation, contract number, type, and total original and present or final contract value.

III. Date of contract, period of performance, launch date, and on-orbit checkout date.

No Offeror or spacecraft will be considered for evaluation that does not meet the above eligibility requirements.

(End of provision)

L.22 GSFC 52.215-205 (ALT I) Electronic Proposal Delivery (JUL 2020)

The Offeror shall submit its proposal via NASA's secure Large File Transfer (LFT). 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 should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). It is the Offeror's responsibility to ensure documents are free from virus and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated.

Offerors interested in submitting a proposal in response to this RFP shall request a LFT invitation email from the Contracting Officer at the following email address: Cynthia.L.White@nasa.gov. Offerors must courtesy copy (cc) Ayana Briscoe, Procurement Manager, at Ayana.A.Briscoe@nasa.gov to ensure requests are accommodated timely. All Offerors must submit their request for an LFT invitation to the aforementioned emails, no later than 10 calendar days prior to the proposal due date. The Government anticipates responding with an invitation to use LFT no later than 5 calendar days prior to the proposal due date.

Upon receipt of the invitation email, an Offeror's representative must click the link in the email to access the LFT website and register for an account. Email invitations with LFT links expire in 168 hours. The Offeror's representative will create his/her own password. The LFT website contains an LFT Quick Start Guide and a LFT User Guide with additional instructions. It is the Offeror's responsibility to follow instructions provided in the LFT Quick Start Guide and the LFT User Guide. After logging into LFT, the Offeror should click the Send File tab to enter the recipient's email address of Cynthia.L.White@nasa.gov and a cc copy to Ayana.A.Briscoe@nasa.gov, compose a message to the recipient, and attach files. In the "Subject" block of the "Send File" tab state "Rapid IV On Ramp I Proposal - Insert Company Name". Note: LFT sessions expire after 15 minutes of inactivity. Offerors are advised that notifications alerting users the session is about to expire will not be provided by the LFT system, and any changes to the email form on the Send File tab will not be saved if the session times out. If an Offeror wishes to send a file over 2GB, an Accellion applet will need to be downloaded. Files can be sent up to 100 GB in total size.

Immediately after all files have been transferred and the proposal has been submitted in its entirety, the offeror shall email the Contracting Officer with a listing of all documents that were submitted via LFT. If any problems are experienced with the LFT system (e.g. login, file transfer, etc.), please contact both LFT delivery recipients listed in the paragraph above via e-mail ASAP.

Each offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the time and date specified in the solicitation. In accordance with FAR 52.215-1(c)(3), any proposal that is received after the exact time specified for receipt of proposals is late. As the transmission of files from the Offeror to the Government via LFT is not instantaneous, Offerors are cautioned to allow sufficient time for transmission before the deadline. FAR 52.215-1(c)(3)(ii) recognizes an exception to the late proposal rule for proposals

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submitted through an electronic commerce method if the proposal is received prior to award, acceptance would not unduly delay the acquisition, and the electronic proposal 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. To ensure timely delivery, Offerors are therefore encouraged to submit their proposals by 5:00 p.m. one working day prior to the due date specified in this RFP.

(End of Provision)

L.23 TECHNICAL ACCEPTABILITY STANDARDS VOLUME

The offeror shall provide a separate Technical Volume for each individual proposed core system. The technical volume should describe the offeror's technical capabilities in a format consistent with the Attachment A, Statement of Work.

A. General Instructions

The Technical proposal should be specific, detailed, and provide all the information requested by these instructions. The Technical Volume shall demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It shall not be incorporated by reference.

B. Technical Proposal Instructions

Technical Acceptability Standards:

(1) The offeror shall provide a 2 page (maximum) Technical Acceptability Standards Compliance Matrix of the offeror's compliance with each of the Technical Acceptability Standards.

(2) The offeror shall provide a top-level implementation schedule that shall include as a minimum: Spacecraft System Requirements/System Definition Review, Preliminary Design Review, Critical Design Review, Instrument Integration Readiness Review, Observatory Pre-Environmental Review, Observatory Pre-Shipment Review, Launch, On-Orbit Checkout, and Observatory Acceptance Review; as well as the primary activities of System Engineering and Design, Fabrication, Assembly and Test; Core Spacecraft Integration and Test; Core Spacecraft Comprehensive Testing; Observatory Integration and Test, Shipment and Launch Site Activities. (Not subject to page count limitation.)

Note: There is a 52 page limitation on offeror's response to Technical Acceptability Standard items 1 and 3 through 7.

(3) The offeror shall demonstrate its ability to comply with Section 4.0 of the Rapid IV SOW.

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- a. The offeror shall provide a narrative description which details its technical approach to satisfying all subsections of SOW Section 4.0. The narrative shall demonstrate the offeror's ability to comply with and implement each specific SOW section identified in the SOW.

In response to SOW Sections 4.3.1, 4.3.2 and 4.3.3 only, the offeror may provide existing or modified internal documents that cover the content of the Project Management Plan (CDRL 21), Systems Engineering Plan (CDRL 22) and Systems Assurance Plan (CDRL 23) as separate attachments to the Technical Volume. These plans will not be included in the page count limitation. A matrix (not subject to the page count limitation) shall be provided that ties the offeror's internal documents to the requirements of CDRL 21, 22, and 23.

(4) The offeror shall demonstrate the ability to comply with a quality management system that meets the intent of SAE AS9100 (2016) Quality Systems - Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing or an ANSI/ISO/ASQC Q9001(2015) Quality Management System that encompasses all flight hardware, software, and GSE for each core spacecraft offering:

- a. The offeror's compliance shall be demonstrated by providing a statement that identifies which quality management system is being used by the offeror.

(5) The offeror's proposal shall describe, as defined below, how its Core Spacecraft design will match the stated performance characteristics stated in CDRL 1.

- a. Heritage Spacecraft Design Overview – The offeror shall provide a brief overview of the design and performance of the heritage spacecraft used as a starting point for the Core Spacecraft being offered for the Rapid IV Catalog.

(The offeror shall construe the term “heritage” to mean a spacecraft design that has a successful on-orbit flight history. Successful on-orbit flight history is defined as having successfully completed on-orbit checkout and met its mission requirements without significant deficiency in performance.)

- b. Core Spacecraft Variances - The offeror shall provide a description and rationale for any subsystems or “box-level” variances between the proposed Core Spacecraft design and the heritage spacecraft design.

(Note: Box-level is defined as a functional subdivision of a subsystem and generally a self-contained combination of items performing a function necessary for the subsystem's operation. Examples include, but are not limited to, power supplies, central processing unit, flight software, sun sensor(s) and star tracker(s).) All design modifications due to variances, shall have a successful on-orbit flight history.

- c. Core Spacecraft Systems Overview - The offeror shall provide an overview of the design and performance of the proposed core spacecraft offering as detailed in the Core System Performance Specification, CDRL 1. Sufficient information shall be provided to support

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the performance claims indicated in the CDRL 1 data. A system block diagram down to the component box level shall be included.

(6) The offeror shall demonstrate that it possesses or has the ability to obtain the necessary and adequate facilities.

- a. The offeror shall identify facilities proposed for use for each phase of core spacecraft and observatory integration and test. The offeror shall describe the facilities in sufficient detail to substantiate the adequacy of the facilities for the proposed core spacecraft. The offeror shall only propose the use of non-NASA facilities for spacecraft integration and testing. If the offeror does not own the proposed facilities, the offeror shall provide documented evidence of their ability to obtain the facilities proposed (e.g., signed letter of agreement or signed contract).

(7) Proposed spacecraft designs shall have both a minimum payload mass capability of 7 kilograms and a minimum payload power capability of 20 Watts, or greater (i.e., Cubesats to Geosats).

(8) This solicitation contains FAR clause 52.219-9 Alt II, “Small Business Subcontracting Plan (Deviation)”. A Master Subcontracting Plan, as described and required by the clause, shall be submitted with the proposal. (Not subject to page count limitation.)

This applies ONLY to large businesses. *(Applicable if the subcontracting possibilities, are expected to exceed the threshold establish under FAR 19.702(a)(1), unless the contract, together with all of its subcontracts, will be performed entirely outside of the United States and its outlying areas.)*

(9) The offeror shall provide the items, which are referenced below, as appendices to the Technical Volume. The documents shall be in accordance with the outlines specified below and listed in Clause J.1, List of Attachments: (Not subject to page count limitation.)

<u>Description</u>	<u>Proposal Appendix</u>	<u>Contract J-1 Attachment</u>
System Performance Specification (SPS)	A	B
System Performance Verification Program Plan	B	B
Project Control Plan (PCP)	C	D

Appendix A: SYSTEM PERFORMANCE SPECIFICATION (SPS) -- The offeror's SPS shall consist of the following completed baseline documents:

- CORE SPACECRAFT PERFORMANCE SPECIFICATION (CDRL 1)
- INSTRUMENT INTERFACE CONTROL DOCUMENT (IICD) (CDRL 2)

Appendix B: SYSTEM PERFORMANCE VERIFICATION PROGRAM PLAN -- The offeror's Plan shall consist of the following completed baseline documents:

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- SPACECRAFT PERFORMANCE VERIFICATION PLAN (CDRL 3)
- SPACECRAFT INTEGRATION & TEST (I&T) PLAN (CDRL 4)
- STORAGE, SHIPMENT AND HANDLING PLAN (CDRL 13)
- OBSERVATORY LAUNCH SITE OPERATIONS AND TEST PLAN (CDRL 14)
- FLIGHT OPERATIONS SUPPORT PLAN (CDRL 16)

Appendix C: PROJECT CONTROL PLAN (PCP). The offeror shall document their compliance with the SOW Sections 4.3.1, 4.3.2, and 4.3.3 by providing the following:

- PROJECT MANAGEMENT PLAN (CDRL 21)
- SYSTEMS ENGINEERING PLAN (CDRL 22)
- SYSTEMS ASSURANCE PLAN (CDRL 23)

If the provided PCP is the same for all Spacecraft Systems offered, only one PCP needs to be provided with one of the proposals. The other proposals can reference that same material. Where differences exist, the offeror shall provide documents that show and describe the differences.

(10) The offeror shall provide a performance-based payment schedule for each core system, in accordance with Enclosure 1, Proposed Payment Events and Completion Criteria. This shall include the major payment milestones listed in Clause H.9, Performance-Based Payment Events and Completion Criteria. All additional interim events proposed shall include associated completion criteria. Completion criteria and rationale for proposed interim payment events shall be provided separately from the schedule. (Not subject to page count limitation.)

(End of provision)

L.24 GSFC 52.215-231 PAST PERFORMANCE VOLUME (HARDWARE) (MAY 2018)

This portion of the proposal shall be a separate volume identified as the Past Performance Volume.

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

Relevant past performance information includes any past performance history on Government and/or Commercial contracts for the offeror's proposed core spacecraft bus. The offeror shall provide, at a minimum, the below information on past/current contract references that your company has had within the last 10 years of the RFP release date. **The below information shall be provided for each core spacecraft bus being proposed for the Rapid IV contract:**

- customer's name, E-mail address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. *(Please verify the information provided is current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.

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- Contract number, type, and total original and present or final contract value.
- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

(End of provision)

(END OF SECTION L)

SECTION M - EVALUATION FACTORS FOR AWARD

SECTION M PROVISIONS INCORPORATED BY REFERENCE

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.2 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY AND SPECIAL STANDARDS (MAR 2019)

(a) The procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement 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.

(b) The following additional requirements for eligibility have been established for this procurement:

None

(End of provision)

M.3 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS - GENERAL (JAN 2014)

(a) Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards will apply with the exception of the following: (h)(2).

In accordance with FAR 15.304, evaluation factors have been tailored to this acquisition.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process will not be used in making source selection.

The process for award of master contracts is as follows:

1. All Technical Acceptability Standards must be met and rated "acceptable"; and
2. Past Performance Factor will be evaluated on a pass/fail basis. An Offeror receiving a "fail" rating will not be eligible for award.

(b) Evaluation Factors

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The evaluation factors are Technical Acceptability Standards and Past Performance.

(c) All Technical Acceptability Standards must be met and rated “Acceptable” and Past Performance must receive a “Pass” rating to be determined eligible and receive a contract award.

(End of provision)

M.4 TECHNICAL ACCEPTABILITY STANDARDS EVALUATION FACTOR

The proposal’s response to Provision L.23 “Technical Acceptability Standards Volume will be rated as either “Acceptable”, “Potentially Acceptable”, or “Unacceptable.” All Technical Acceptability Standards criteria must be rated “Acceptable” to be eligible for contract award. A proposal is rated “Potentially Acceptable” when after the initial evaluation, the evaluation team determines additional or revised descriptive or narrative information could be provided by an Offeror during discussions (if utilized) that may result in a proposal rating of acceptable. If the Government enters into discussions, offerors will be provided the opportunity to submit a revised proposal. Although an Offeror may receive a rating of “Potentially Acceptable” upon initial evaluations, it does not guarantee that discussions will be held or that the Offeror will automatically be included in discussions. Award will only be made to Offeror(s) with an “Acceptable” rating, either upon initial proposal evaluations or after discussions and final evaluation. **A failure to meet any of the Technical Acceptability Standards will result in an Unacceptable rating.**

Technical Acceptability Standards:

- (1) The offeror’s Technical Acceptability Standards Compliance Matrix is complete and traces the offeror’s compliance with each of the Technical Acceptability Standards.
- (2) The offeror’s proposed top-level implementation schedule is complete and addresses all the elements specified in L.23, B(2).
- (3) The offerors narrative is complete and adequately demonstrates its approach to compliance with all subsections of SOW Section 4.0 of the Rapid IV SOW.
- (4) The offeror has provided a statement that identifies which quality management system is being used by the offeror.
- (5) The offeror’s narrative is complete and adequately describes how its Core Spacecraft design matches the stated performance characteristics stated in CDRL 1.
 - a. Heritage Spacecraft Design Overview – The offeror’s brief overview of the design and performance of the heritage spacecraft is complete and used as a starting point for the Core Spacecraft being offered for the Rapid IV Catalog.
 - b. Core Spacecraft Variances - The description and rationale for any subsystems or “box-level” variances between the proposed Core Spacecraft design and the heritage spacecraft design is complete and adequate.

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- c. Core Spacecraft Systems Overview - The overview of the design and performance of the proposed core spacecraft offering as detailed in the Core System Performance Specification, CDRL 1 is complete and adequate, including the offeror's ability to support the performance claims indicated in the CDRL 1 data and the offeror's proposed system block diagram, down to the component box level.

(6) The offeror's response adequately demonstrates that it possesses or has the ability to obtain the necessary and adequate facilities.

(7) The proposed spacecraft designs have both a minimum payload mass capability of 7 kilograms and a minimum payload power capability of 20 Watts, or greater (i.e., Cubesats to Geosats).

(8) The offeror has provided a complete Master Subcontracting Plan (applicable only to large businesses) as described and required by the FAR Clause 52.219-9 – Alternate II.

(9) The Appendices referenced in L.23 (A, B, and C) are complete (including or referencing all CDRL documents) and adequate.

(10) The offeror's proposed performance-based payment schedule for each core system is complete, adequate, and includes the major payment milestones listed in Clause H.9, Performance-Based Payment Events and Completion Criteria.

(End of provision)

M.5 GSFC 52.215-331 PAST PERFORMANCE EVALUATION FACTOR (HARDWARE) (JUN 2014)

Offeror's past/current relevant past performance history will be evaluated on a pass/fail basis. Following proposal receipt, the Contracting Officer will review the Contractor Performance Assessment Report (CPAR) System (www.cpars.gov) to review any relevant past performance information for the Offeror within the last **10 years** of the RFP release date. The Government may also contact customers of any Government or commercial contracts for the proposed bus for verification/validation of the past performance information. Relevant past performance information includes any performance history on each of the proposed spacecraft bus. If an Offeror has adverse relevant past performance information which is not otherwise adequately explained or addressed in its proposal submission, the Contracting Officer will contact the Offeror, and provide them with an opportunity to provide a written response to address the adverse past performance information. An Offeror will fail and therefore will not be eligible for contract award only in the event that its relevant past performance history reflects significant performance issues (e.g. spacecraft failures, extensive contractor caused delays) which were inadequately explained in their written response to the Contracting Officer.

(End of provision)

(END OF SECTION M)