NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and __________ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in __________, until __________ (City) __________ (Hour) __________ (Date) local time (60 calendar days unless a different period is specified in Item 8, or if specified in the schedule).

CAUTION: Late Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME: JAMES G. WILLIAMS

B. TELEPHONE (NO COLLECT CALLS) (661) 276-2501

C. E-MAIL ADDRESS james.g.williams-1@nasa.gov

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PART II - CONTRACT CLAUSES

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is specified in the schedule) to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:

15A. NAME AND ADDRESS OF OFFEROR

15B. TELEPHONE NUMBER

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT $0.00

21. ACCOUNTING AND APPROPRIATION INFORMATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25

https://www.nssc.nasa.gov/vendorpayment

NSSC-AccountsPayable@nasa.gov

24. ADMINISTERED BY (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (Rev.6/2014)

Previous edition is unusable

Prescribed by GSA FAR (48 CFR) 53.214 (c)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>0001</td>
<td>Contract award through CDR</td>
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<td>0002</td>
<td>From CDR through close-out</td>
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-73  Estimated Cost and Cost Sharing (Dec 1991)

(a) It is estimated that the total cost of performing the work under this contract will be $TBD.

(b) For performance of the work under this contract, the Contractor shall be reimbursed for not more than percent of the costs of performance determined to be allowable under the Allowable Cost and Payment clause. The remaining percent or more of the costs of performance so determined shall constitute the Contractor’s share, for which it will not be reimbursed by the Government.

(c) For purposes of the [insert “Limitation of Cost” or “Limitation of Funds”] clause, the total estimated cost to the Government is hereby established as $ (insert estimated Government share); this amount is the maximum Government liability.

(d) The Contractor shall maintain records of all contract costs claimed by the Contractor as constituting part of its share. Those records shall be subject to audit by the Government. Costs contributed by the Contractor shall not be charged to the Government under any other grant, contract, or agreement (including allocation to other grants, contracts, or agreements as part of an independent research and development program).

(End of clause)

1852.216-78  Firm Fixed Price (Dec 1988)

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

(End of clause)

1852.232-81  Contract Funding (Jun 1990)

(a) For purpose of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $TBD. This allotment is for [Insert applicable item number(s), task(s), or work description] and covers the following estimated period of performance:

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

(End of clause)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
See attached Statement of Objectives
SECTION D – PACKAGING AND MARKING

SECTION E – INSPECTION AND ACCEPTANCE

52.246-4  Inspection of Services—Fixed-Price (Aug 1996)
52.246-5  Inspection of Services—Cost-Reimbursement (Apr 1984)

SECTION F – DELIVERIES OR PERFORMANCE


SECTION G - CONTRACT ADMINISTRATION DATA

1852.227-70  New Technology—Other Than A Small Business Firm or Nonprofit Organization (Apr 2015)

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

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

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

(D) Progress reports, as required.

(ii) Invoices.

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

(B) Progress reports, as required.

(C) Date goods and services were performed.

(iii) Fee vouchers.

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

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

(C) A clear explanation of the fee calculations.

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

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

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

(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.
(f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

1852.223-75 Major Breach of Safety or Security (Feb 2002)
1852.244-70 Geographic Participation in The Aerospace Program (Apr 1985)

H.1 Determination to Continue Performance of the Electrified Powertrain Flight Demonstrator (EPFD)

Throughout the performance of this contract NASA will review each awardee’s progress toward technology maturation and successful completion of the ground and flight test requirements to determine if continued performance is in the best interest of the Government. At any point within contract performance, NASA will consider the following when make such determination:

(a.) The EPFD program receiving authorization to proceed at each Key Decision Point;

(b.) Its need for the continued performance of the EPFD requirement;

(c.) The maturity progress of the awardee’s program from contract award to the current review;

(d.) The benefits of the awardee’s technology in meeting the EPFD objectives when compared to the other awardees; and

(e.) NASA’s availability of funds.

NASA shall conduct the review as it determines necessary to may a decision regarding continued performance of the contract. Upon the determination that the NASA will or will not support continued performance of an awardee’s contract, NASA will provide written notification to the contractor identifying its determination to continue or not continue performance. NASA will provide a completion date for contract it determines will not continue performance no less than 45 day prior to the identified completion date.

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 [insert name of NASA installation], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)

(a) Of the total price of items through , 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:

<table>
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<tr>
<th>SCHEDULE FOR ALLOTMENT OF FUNDS</th>
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<tr>
<td>Date</td>
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(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.
(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.

(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)


In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

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

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within days after the completion of the effort under the contract.

(End of clause)

SECTION I - CONTRACT CLAUSES

52.202-1 Definitions (Jun 2020)
52.203-3 Gratuities (Apr 1984)
52.203-5 Covenant Against Contingent Fees (May 2014)
52.203-6 Restrictions on Subcontractor Sales to The Government (Jun 2020)
52.203-7 Anti-Kickback Procedures (Jun 2020)
52.203-8  Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-13 Contractor Code of Business Ethics and Conduct (Jun 2020)
52.203-14 Display of Hotline Poster(S) (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-13 System for Award Management Maintenance (Oct 2018)
52.204-14 Service Contract Reporting Requirements (Oct 2016)
52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.(Jul 2018)
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.210-1 Market Research (Jun 2020)
52.215-2 Audit and Records—Negotiation (Jun 2020)
52.215-8 Order of Precedence—Uniform Contract format (Oct 1997)
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
52.215-12 Subcontractor Certified Cost or Pricing Data (Jun 2020)
52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-19 Notification of Ownership Changes (Oct 1997)
52.215-23 Limitations on Pass-Through Charges (Jun 2020)
52.219-8 Utilization of Small Business Concerns (Oct 2018)
52.219-9 Small Business Subcontracting Plan (Jun 2020)
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52.222-21 Prohibition of Segregated Facilities (Apr 2015)
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52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)
52.225-13 Restrictions on Certain foreign Purchases (Jun 2008)
52.227-11 Patent Rights - Ownership by The Contractor (May 2014) [(Modified by NFS 1852.227-11 (Apr 2015)]
52.227-16 Additional Data Requirements (Jun 1987)
52.228-7 Insurance-Liability to Third Persons (Mar 1996)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.230-2 Cost Accounting Standards (Jun 2020)
52.230-6 Administration of Cost Accounting Standards (Jun 2010)
52.232-2 Payments Under Fixed-Price Research and Development Contracts (Apr 1984)
52.232-17 Interest (May 2014)
52.232-22 Limitation of Funds (Apr 1984)
52.232-23 Assignment of Claims (May 2014)
52.232-25 Prompt Payment (Jan 2017) Alternate I (Feb 2002)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40 Providing Accelerated Payments to Small Business Contractors
(DEC 2013) [(DEVIATION 20-03)]

52.233-1 Disputes (May 2014)
52.233-3 Protest After Award (Aug 1996) Alternate I (Jun 1985)
52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
52.242-4 Certification of Final Indirect Costs (Jan 1997)
52.242-5 Payments to Small Business Subcontractors (Jan 2017)
52.242-13 Bankruptcy (Jul 1995)
52.244-6 Subcontracts for Commercial Items (Aug 2019) [(DEVIATION 20-03)]
52.246-25 Limitation of Liability--Services (Feb 1997)
52.249-2 Termination for Convenience of The Government (Fixed-Price) (Apr 2012)
52.249-6 Termination (Cost-Reimbursement) (May 2004)
52.249-9 Default (Fixed-Price Research and Development) (Apr 1984)
52.253-1 Computer Generated forms (Jan 1991)
1852.203-70 Display of Inspector General Hotline Posters (Jun 2001)
1852.203-71 Requirement to Inform Employees of Whistleblower Rights (Aug 2014)
1852.215-84 Ombudsman (Nov 2011)
1852.216-89 Assignment and Release forms (Aug 2016)
1852.219-75 Individual Subcontracting Reports (Apr 2015)
1852.223-74 Drug- and Alcohol-Free Workforce (Nov 2015)
1852.228-75 Minimum Insurance Coverage (Oct 1988)
1852.235-70 Center for Aerospace Information (Dec 2006)
1852.237-72 Access to Sensitive Information (Jun 2005)
1852.237-73 Release of Sensitive Information (Jun 2005)
52.216-7 Allowable Cost and Payment (Aug 2018)

(a) Invoicing.
(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert “30th”] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;
(C) Direct labor;
(D) Direct travel;
(E) Other direct in-house costs; and
(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor’s practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor’s indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor’s expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted
in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor’s actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor’s proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.


(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year’s submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year’s submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.
(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party’s request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor’s compliance
with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor’s indemnification of the Government against patent liability.

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation (May 2020)

Definitions. As used in this clause—

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts—

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

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

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

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

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

1. The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code _____ assigned to contract number _____.

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

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

4. Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that—

   i. It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ______.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ______.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(End of clause)

52.222-35 Equal Opportunity for Veterans (Jun 2020)

(a) Definitions. As used in this clause-

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

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for
noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.227-14 Rights In Data—General (May 2014) Alternate II (DEC 2007) [(Modified by NFS 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 (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

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

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

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

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

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

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

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

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

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

*Technical data* means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 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 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 [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space
Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(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.

(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;

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

(i) Identify the data being withheld; and

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

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

(3) 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. (and subcontract, 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:

[Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]

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

(End of notice)

(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)
52.244-2  Subcontracts (Jun 2020)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

   (A) The principal elements of the subcontract price negotiations;
   (B) The most significant considerations controlling establishment of initial or revised prices;
   (C) The reason certified cost or pricing data were or were not required;
   (D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;
   (E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
   (F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and
   (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination—
(1) Of the acceptability of any subcontract terms or conditions;

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

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

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

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

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

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

(End of clause)

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)

1852.225-71 Restriction on Funding Activity with China. (Feb 2020) (DEVIATION 12-01A)

(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.

1852.239-74 Information Technology System Supply Chain Risk Assessment
(DEVIATION 15-03D)

(a) Definitions, as used in this clause.
“Acquire” means to procure with appropriated funds by and for the use of NASA through purchase or lease.

“Covered foreign country” means the People’s Republic of China.

“Covered telecommunications equipment or services” means-

• Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

• 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);

• Telecommunications or video surveillance services provided by such entities or using such equipment; or

• 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.
“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate-impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract:

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

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative solution.
(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

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<tr>
<th>Attachment</th>
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<tr>
<td>Draft Statement of Objectives</td>
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<td>Draft System Requirements Document</td>
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<td>Draft Data Requirements Documents</td>
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SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.204-8 Annual Representations and Certifications (Mar 2020)[DEVIATION 20-02])

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

(2) The small business size standard is 1,500.

(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.

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

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

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
(x) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract 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.

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

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

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

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

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

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

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
Representation. This provision applies to solicitations that include the clause at
52.204-7.)

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision
with its Alternate II applies.

(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision
with its Alternate III applies.

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

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

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

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

(2) The following representations or certifications are applicable as indicated by the
Contracting Officer:
[Contracting Officer check as appropriate.]

(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.

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)
52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical
technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(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) Representation. 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

(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)

52.204-26  Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, 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) (1) 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.

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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 proceeding 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

(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)
52.209-12 Certification Regarding Tax Matters (Oct 2020)

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

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

   (1) Has □ 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)

52.209-13 Violation of Arms Control Treaties or Agreements—Certification (Jul 2020)

(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).]

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

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

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

(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)

52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement — Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the
requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: __________________
Name and Address of Cognizant ACO or Federal Official Where Filed: __________________

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: __________________
Name and Address of Cognizant ACO or Federal Official Where Filed: __________________

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.
(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards — Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or
if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] yes [ ] no

(End of provision)

1852.225-72  Restriction on Funding Activity with China – Representation (Feb 2012) (DEVIATION 12-01A)

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

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

(End of provision)

1852.239-73  Review of The Offeror’s Information Technology Systems Supply Chain (DEVIATION 15-03D)

(a) Definitions, as used in this provision.

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

“Covered foreign country” means the People’s Republic of China.

“Covered telecommunications equipment or services” means:

• Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
• 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);

• Telecommunications or video surveillance services provided by such entities or using such equipment; or

• 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.

“Information Technology (IT) System” is defined as any equipment or system that is used in the acquisition, storage, retrieval, manipulation and/or transmission of data or information. This includes computers, ancillary and peripheral equipment, software and firmware.

(b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system or covered telecommunications equipment or services. The NASA HQ OCIO OCSS will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.

(c) The apparent successful offeror shall provide the following information for all IT systems or component thereof, or covered telecommunications equipment or services offered:

(1) A brief description of the item(s) or service(s).

(2) Vendor/manufacturer’s company name and address.

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

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section and the affirmative representation made by the Offeror in accordance with FAR 52.204-24 (if applicable) to the NASA HQ OCIO OCSS. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service that the HQ
OCIO OCSS deems to be a high-impact or moderate-impact or covered telecommunications equipment or service, unless it is determined that the acquisition is in the national interest of the United States. The NASA HQ OCIO OCSS reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems or covered telecommunications equipment or service are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

(End of provision)

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

52.204-7  System for Award Management (Oct 2018)
52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
52.215-16 Facilities Capital Cost Of Money (Jun 2003)
52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010) Alternate IV (Oct 2010)
52.215-22 Limitations on Pass-Through Charges--Identification Of Subcontract Effort (Oct 2009)
52.222-24 Preaward on-Site Equal Opportunity Compliance Evaluation (Feb 1999)
1852.227-71 Requests for Waiver of Rights to Inventions (Apr 2015)
1852.227-84 Patent Rights Clauses (Apr 2015)
1852.228-80 Insurance—Immunity from Tort Liability (Sep 2000)
1852.233-70 Protests to NASA (Dec 2015)
52.215-1 Instructions to Offerors-Competitive Acquisition (Jan 2017)

Addendum

NASA is investigating the utilization of flight demonstrations to rapidly mature Electrified aircraft propulsion (EAP) technologies and associated EAP-based vision systems for introduction into the US fleet no later than 2035. The objective of this requirement is to assist NASA Aeronautics Level Goals are to: to accelerate the introduction of Megawatt (MW) class EAP systems into future aircraft products by U.S. industry; and to identify certification gaps, and address gaps through ground test and flight tests. The Government requires Government purpose rights to the all deliverable submitted under this requirement. The Government’s right to other data under this requirement shall be proposed by Offeror. This requirement is limited to Domestic sources. Proposals from foreign sources will not be accepted.
Proposals shall be submitted to the Government in an oral presentation and three volumes as set forth below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Copies</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>Oral Presentation</td>
<td>Mission Suitability</td>
<td>1</td>
</tr>
<tr>
<td>Volume I</td>
<td>Mission Suitability</td>
<td>1</td>
</tr>
<tr>
<td>Volume II</td>
<td>Past Performance</td>
<td>1</td>
</tr>
<tr>
<td>Volume III</td>
<td>Price</td>
<td>1</td>
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</tbody>
</table>

A page is defined as one side of a sheet, 8 1/2” x 11”, with at least one inch margins on all sides, using not smaller than 12 point type, Times New Roman font.

1. **Submission of proposal.** Offerors shall submit a copy of their draft presentation slides, and their signed and dated proposal to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers shall be submitted electronically to the designated Government point of contact. Proposals shall reference the solicitation number. At a minimum, Offeror’s proposal must provide the following:

(a) **Mission Suitability**

Offeror are required to submit a Mission Suitability Volume and provide an oral presentation in response to the Mission Suitability factor of the solicitation. The submitted volume shall be separated into six sections, one for each of the Mission Suitability Subfactors. The oral presentation will give Offeror’s the opportunity to provide additional details to support their submitted proposal. The oral presentation will also allow for the exchange of information between NASA and the contractor to assist in determining each of the Mission Suitability subfactor’s adjectival rating and score. The oral presentation will not be considered discussions.

<table>
<thead>
<tr>
<th>Mission Suitability Subfactor</th>
<th>Related Document</th>
<th>Version</th>
<th>Page Limit</th>
</tr>
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<tbody>
<tr>
<td>Project Objectives</td>
<td>Mission Suitability Volume</td>
<td>Final</td>
<td>25</td>
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<tr>
<td>Statement of Work</td>
<td>Statement of Work</td>
<td>Final</td>
<td>No limit</td>
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<tr>
<td>Capability &amp; Technology</td>
<td>Capability and Technology Development Plan</td>
<td>Preliminary</td>
<td>15</td>
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<tr>
<td>Data Collection and Technical</td>
<td>Data and Intellectual Property Management Plan</td>
<td>Preliminary</td>
<td>15</td>
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<tr>
<td>Performance Validation</td>
<td>System Requirements Document</td>
<td>Preliminary</td>
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<tr>
<td>Cost, Schedule, Risk, and</td>
<td>Cost, Schedule, Risk, and Technical</td>
<td>Preliminary</td>
<td>15</td>
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<tr>
<td>Technical Performance</td>
<td>Performance Management Plan</td>
<td></td>
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<tr>
<td>Management</td>
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</table>
Mission Suitability Subfactors

i. Project Objectives

The Offeror’s proposed Mission Suitability Volume shall describe the Project Objectives and how the Project Objectives will meet or exceed the requirements of the SOO Section II, the solicitation, and provide in clear understandable terms detailed documentation of:

a. The Offeror’s preferred EAP-based transport Vision Vehicle and Integrated MW-class powertrain system architecture with associated justification.

b. A proposed effort to accelerate the introduction of MW-class EAP systems into future aircraft products by the U.S. industry?

c. How the technologies demonstrated in the ground and flight test effort will transition into the EAP-based Vision Vehicle product.

d. A comprehensive approach to transitioning the integrated MW-class powertrain system demonstrated through ground and flight tests into the EAP-based transport Vision Vehicle product.

e. A proposed effort to identify and retire barrier technical and integration risks associated with commercial transports utilizing integrated MW-class powertrain systems.

f. A proposed effort to identify and address gaps in regulations and standards associated with commercial transports utilizing integrated MW-class powertrain systems.

g. A proposed effort to acquire necessary ground and flight test data to advance design and modelling tools pertinent to EAP-based Vision Vehicle and to validate technical performance measures of the integrated MW-class powertrain systems.

h. How the proposed effort will fulfill and align with the EPFD Project Objectives described in section II of the SOO?

i. Planned partnerships and interfaces for the Offeror’s preferred EAP flight demonstrations, including preferred cost and risk sharing plan.

ii. Statement of Work

The Offeror’s proposed Statement of Work (SOW) shall meet or exceed the requirements of the SOO, the Solicitation, and provide in clear understandable terms detailed documentation of:

a. The services to be performed.

b. How the proposed ground and flight tests demonstrate the ability to accomplish the “Project Objectives” defined in Section II of the SOO?
c. How the proposed ground and flight tests demonstrate the ability to accomplish the “Contract Objectives” outlined in Section III of the SOO.

d. The SOW’s traceability, alignment, and relevance to the four other mission suitability subfactors. Offeror shall provide a crosswalk to show how the specific activities in the SOW address the other mission suitability subfactors.

iii. Capability & Technology Development

The Offeror’s proposed Capability and Technology Development Plan shall meet or exceed the SOO, DRD SE-20, the solicitation requirements, and provide in clear understandable terms:

a. A description of the Offeror’s current technology readiness level (TRL), technology maturation process through ground and flight tests, projected TRL levels as significant tasks are completed, and path to TRL 6 or 7 flight demonstrations.

b. A specific description of remaining technology development plans to enable the preferred Integrated MW-class powertrain Flight Demonstrations.

c. A description of the Offeror’s capability to execute the proposed technology development and risk reduction efforts.

d. A description of the Offeror’s preferred flight demonstration aircraft, integrated MW-class powertrain system architecture, and description of key interfaces.

e. A description of the Offeror’s capability to perform first Integrated MW-class powertrain Flight Demonstration by 2023 if feasible, but no later than March of 2024.


g. A credible concept of operations of the preferred EAP flight demonstrations.


iv. Data Collection and Technical Performance Validation

The Offeror proposed Data and Intellectual Property Management Plan and System Requirements Document shall meet or exceed the DRD, solicitation, and provide in clear understandable terms:

a. A credible plan of how data will be collected and combined with modeling to project the Measures of Effectiveness (MOE) and Key Performance Parameters (KPP) relative to the proposed EAP-based transport Vision Vehicle.
b. A credible plan of how the data collected will be used to validate the Measures of Performance (MOP) and Technical Performance Measures (TPM) associated with the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

c. A description of what data is being collected and how the proposed effort leverages the data to support the development of standards necessary to address integrated MW-class powertrain system technology gaps identified through the development of gap analyses for relevant regulations and standards.

d. A description of how the data collected will support other NASA project EAP model validation and collaborative research.

e. A credible plan to develop and provide system and subsystem requirements for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

f. A credible plan to develop/provide a System Integration approach for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

g. A description of how the proposed effort will meet the requirements described in the EPFD System Requirements Document (EPFD-02-02).

h. A credible plan of how the data collected will be used to validate and verify that the ground and flight test effort will meet the requirements described in the System Requirements Document (EPFD-02-02).

v. Cost, Schedule, Risk, and Technical Performance Management

The Offeror’s proposed Cost, Schedule, Risk, and Technical Performance Management Plan shall meet or exceed the DRD, solicitation requirements and provide in clear understandable terms a credible:

a. Process for sound Project, technical, resource, schedule, and risk management.

b. Technical, Cost and Schedule plan in terms of traditional Phase A-E break outs over time as described in NPR 7120.5e.

c. Technical and programmatic risk assessment (safety, technical, cost and schedule) with associated risk mitigation plans for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

d. Probabilistic, risk-infused cost and schedule estimate for the Offeror’s preferred EAP flight demonstrations to within 50 percent and 70 percent joint confidence levels through Monte-Carlo simulations.

e. Process for assessing uncertainty in data collection and technical assessments.
(b) Price

The Offeror shall provide a Cost-Price Volume detailing the proposed price for meeting the solicitation and SOO requirements. The volume shall identify the price per CLIN include but not limited to the following:

i. FFP CLIN 0001: Contract award through CDR

The Offeror shall propose a firm fixed price for CLIN 0001 listed in the solicitation schedule. The calculation of the total price shall be provided using a breakout by life cycle phases remaining to be completed through CDR for example:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase B</td>
<td></td>
</tr>
<tr>
<td>Phase C</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

ii. Cost-Sharing CLIN 0002: From CDR through close-out

The Offeror shall propose a cost-share price for CLIN 0002 listed in the solicitation schedule. The offeror shall prepare and submit data other than certified cost or pricing data, and supporting attachments for CLIN 0002 pricing in accordance with the instructions contained in Table 15-2 of FAR 15.408. The Offeror shall propose a minimum 50 percent cost-share of the total life cycle cost of the flight demonstration. Total life cycle cost shall include the firm fixed price of CLIN 0001 as part of the Government cost-share of the total.

As part of the Cost-Price Volume, the offeror shall provide recent information on relevant DCAA or DCMA audits, including DCAA or DCMA audit report numbers, the CO that requested the audit, and the name and contact information of the CO. This information should include, but not be limited to, any system reviews specified under FAR 42.302, such as accounting, estimating system, CAS, compensation, purchasing, FPRR, FPRS, FPRA, advance agreements, etc.

(c) Past Performance

i. Past performance information is an indicator of an Offeror’s ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered.

ii. Past Performance information will be obtained from the Government-wide Past Performance Information Retrieval System and/or any/other reasonable basis necessary to determine Offeror’s past performance. Offerors shall provide the CAGE Code and DUNS Number of the facility that will be identified on the potential contract. An offeror that is rated unacceptable will not be considered for award.
(d) Award will be made on the basis of the best value continuum where all evaluation factors other than price, when combined, are significantly more important than price. The Government intends to evaluate offers and award a contract without discussions. Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest.

2. Offeror must agree with all terms, conditions, and provisions included in the solicitation. Proposals that fail to furnish required representations information or reject the terms and conditions of the solicitation may be excluded from consideration.

3. The Offeror agrees to hold the prices in its proposal firm until 30 Sep 2021.

Offerors shall submit their proposals electronically to the Contracting Officer James G. Williams (email: james.g.williams-1@nasa.gov) via the NASA Large File Transfer system no later than 2:00 pm Pacific Time, 02 Mar 2021. Only electronic submitted proposals will be accepted. Offerors are required to submit a request for access to the system no later than 1:00 pm Pacific Time, 25 Feb 2021. The request for access shall be submitted to the Contracting Officer via email.

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a hybrid firm-fixed price/cost-share contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NASA Armstrong Flight Research Center, james.g.williams-1@nasa.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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):

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

https://www.acquisition.gov/nfs

(End of provision)

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)

SECTION M - EVALUATION FACTORS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforms to the solicitation and that will be most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate proposals:

- Mission Suitability
- Past Performance
- Price

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

The evaluation process shall proceed as follows:

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. All unacceptable proposals will be eliminated from further evaluation.
(a) Mission Suitability:

The Mission Suitability factor will be numerically weighted and scored on a 1000-point scale. The source selection evaluation team members shall independently evaluate each proposed Mission Suitability Volume and the oral presentation to identify and document all significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies.

In evaluating the Mission Suitability subfactors, the following definitions will be used to determine a significant strength, strength, weakness, significant weakness, and deficiency:

- Significant Strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.
- Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.
- Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

The SEB will identify and document the adjectival rating and numerical score of each Mission Suitability subfactor. Per NFS 1815.305(a)(3)(A), the Mission Suitability Subfactors shall be evaluated using the following adjectival ratings, definitions, and percentile ranges.

<table>
<thead>
<tr>
<th>ADJECTIVAL RATING</th>
<th>DEFINITIONS</th>
<th>PERCENTILE RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.</td>
<td>91-100</td>
</tr>
<tr>
<td>Very Good</td>
<td>A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.</td>
<td>71-90</td>
</tr>
<tr>
<td>Good</td>
<td>A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror’s response.</td>
<td>51-70</td>
</tr>
<tr>
<td>Fair</td>
<td>A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.</td>
<td>31-50</td>
</tr>
</tbody>
</table>
A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

Each Mission Suitability subfactor shall be weighted and scored individually. The adjectival rating percentages in 1815.305(a)(3)(A) shall be applied to the subfactor weight to determine the point score. The total score for the Mission Suitability factor will be determined by adding the point scores received for each Mission Suitability subfactor together.

<table>
<thead>
<tr>
<th>Mission Suitability Subfactor</th>
<th>Related Document</th>
<th>Point Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Objectives</td>
<td>Mission Suitability Volume</td>
<td>100</td>
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<tr>
<td>Statement of Work</td>
<td>Statement of Work</td>
<td>300</td>
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<tr>
<td>Capability &amp; Technology Development</td>
<td>Capability and Technology Development Plan</td>
<td>250</td>
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<tr>
<td>Data Collection and Technical Performance Validation</td>
<td>Data and Intellectual Property Management Plan</td>
<td>250</td>
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<td></td>
<td>System Requirements Document</td>
<td></td>
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<tr>
<td>Cost, Schedule, Risk, and Technical Performance</td>
<td>Cost, Schedule, Risk, and Technical Performance</td>
<td>100</td>
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<tr>
<td>Management</td>
<td>Management Plan</td>
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**Mission Suitability Subfactors**

i. Project Objectives

The Mission Suitability Volume will be evaluated to determine if the proposed Project Objectives meets or exceeds the requirements of the SOO Section II, the solicitation, and provides in clear understandable terms detailed documentation of:

a. The Offeror’s preferred EAP-based transport Vision Vehicle and system architecture for EAP-based transport concepts with associated justification.

b. A proposed effort to accelerate the introduction of MW-class EAP systems into future aircraft products by the U.S. industry?

c. How the technologies demonstrated in the ground and flight test effort will transition into the EAP-based Vision Vehicle product.

d. Plan to transition the integrated MW-class powertrain system demonstrated through ground and flight tests into the EAP-based transport Vision Vehicle product.

e. How the proposed effort will identify and retire barrier technical and integration risks associated with commercial transports utilizing integrated MW-class powertrain systems.
f. How the proposed effort will identify and address gaps in regulations and standards associated with commercial transports utilizing integrated MW-class powertrain systems.

g. How the proposed effort will acquire necessary ground and flight test data to advance design and modeling tools pertinent to EAP-based Vision Vehicle and to validate technical performance measures of the integrated MW-class powertrain systems.

h. How the proposed effort will fulfill and align with the EPFD Project Objectives described in section II of the SOO?

i. A description of required partnerships and interfaces for the Offeror’s preferred EAP flight demonstrations, including preferred cost and risk sharing plan.

ii. Statement of Work

The Statement of Work (SOW) will be evaluated to determine if the Offeror’s proposed efforts will meet or exceed the requirements of the SOO, the Solicitation, and if it provides in clear understandable terms detailed documentation of:

a. The services to be performed.

b. How the proposed ground and flight tests demonstrate the ability to accomplish the “Project Objectives” defined in Section II of the SOO?

c. How the proposed ground and flight tests demonstrate the ability to accomplish the “Contract Objectives” outlined in Section III of the SOO.

d. The SOW’s traceability, alignment, and relevance to the four other mission suitability subfactors.

iii. Capability & Technology Development

The Capability and Technology Development Plan will be evaluated to determine if it meets or exceeds tDRD SE-20 the solicitation, and provides in clear understandable terms detailed documentation of:

a. The Offeror’s current technology readiness level (TRL), technology maturation process through ground and flight tests, projected TRL levels as significant tasks are completed, and path to TRL 6 flight demonstrations.

b. The remaining technology development plans to enable the preferred Integrated MW-class powertrain Flight Demonstrations.

c. The Offeror’s capability to execute the proposed technology development and risk reduction efforts.

d. The Offeror’s preferred flight demonstration aircraft, integrated MW-class powertrain system architecture, and description of key interfaces.
e. The Offeror’s capability to perform first Integrated MW-class powertrain Flight Demonstration by 2023 if feasible, but no later than March of 2024.

f. The Offeror’s capability to establish airworthiness of the preferred Integrated MW-class powertrain Flight Demonstration aircraft.

g. A credible concept of operations of the preferred integrated MW-class powertrain flight demonstration.

h. A credible Safety and Mission Assurance approach for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstrations.

iv. Data Collection and Technical Performance Validation

The Data and Intellectual Property Management Plan and System Requirements Document will be evaluated to determine if it meets or exceeds the DRD and solicitation requirements; and provides in clear understandable terms:

a. A credible plan of how data will be collected and combined with modeling to project the Measures of Effectiveness (MOE) and Key Performance Parameters (KPP) relative to the proposed EAP-based transport Vision Vehicle.

b. A credible plan of how the data collected will be used to validate the Measures of Performance (MOP) and Technical Performance Measures (TPM) associated with the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

c. A description of what data is being collected and how the proposed effort leverages the data to support the development of standards necessary to address integrated MW-class powertrain system technology gaps identified through the development of gap analyses for relevant regulations and standards.

d. A description of how the data collected will support other NASA project EAP model validation and collaborative research.

e. A credible plan to develop and provide system and subsystem requirements for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

f. A credible plan to develop/provide a System Integration approach for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

g. A description of how the proposed effort will meet the requirements described in the EPFD System Requirements Document.

h. A credible plan of how the data collected will be used to validate and verify that the ground and flight test effort will meet the requirements described in the System Requirements Document (EPFD-02-02).
v. Cost, Schedule, Risk, and Technical Performance Management

The Cost, Schedule, Risk, and Technical Performance Management Plan will be evaluated to determine if it meets or exceeds the DRD and solicitation requirements; and provides in clear understandable terms a credible:

a. Process for sound Project, technical, resource, schedule, and risk management.

b. Technical, Cost and Schedule plan in terms of traditional Phase A-E break outs over time as described in NPR 7120.5.

c. Technical and programmatic risk assessment (safety, technical, cost and schedule) with associated risk mitigation plans for the Offeror’s preferred Integrated MW-class powertrain Flight Demonstration.

d. Probabilistic, risk-infused cost and schedule estimate for the Offeror’s preferred EAP flight demonstrations to within 50 percent and 70 percent joint confidence levels through Monte-Carlo simulations.

e. Process for assessing uncertainty in data collection and technical assessments.

(b) Price

i. FFP CLIN 0001: Contract award through CDR

The total evaluated price for CLIN 0001 will be determined by adding the proposed price for all life cycles identified under CLIN 0001.

ii. Cost-Sharing CLIN 0002: From CDR through close-out

The total proposed price for CLIN 0002 will be determined by performing an assessment of the proposed cost to determine reasonableness and realism. A cost realism analysis will be performed in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1). Cost realism adjustments will be made based on labor categories, labor hours, direct and indirect rates, omissions, errors, and potential risk to the Government. Certified Cost or Pricing Data is not required since competition is anticipated. In the event only one proposal is received, PN 19-06 will be followed and cost or pricing data will be obtained along with a certificate of current cost or pricing data, if applicable.

The Government’s cost-share of CLIN 0002 will be determined by multiplying the proposed Government’s cost-share percentage by the calculated total of the cost realism analysis.

The Offeror’s total evaluated price will be determined by adding the total price of CLIN 0001 and the Government’s cost-share amount calculated under CLIN 0002. Offerors that did not propose pricing in accordance with the solicitation guidance may be considered unacceptable and thus precluded from receiving an award.
(c) Past Performance

The Past Performance record for potential awardee(s) will be evaluated and assigned a rating of acceptable or unacceptable. The evaluation will consider past performance information obtained from the Past Performance Information Retrieval System and/or any other reasonable basis. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered.

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<tr>
<th>Rating</th>
<th>Description</th>
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<tr>
<td>Acceptable</td>
<td>Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.</td>
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<tr>
<td>Unacceptable</td>
<td>Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.</td>
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In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance. An Offeror rated unacceptable will not be considered for award.

(d) Basis for Award:

The Government will award a single or multiple contracts resulting from this solicitation to the responsible Offeror(s) using the best value continuum where all evaluation factors other than price, when combined, are significantly more important than price. The Government reserves the right to award additional contracts under this solicitation prior to 30 Sep 2021 without requesting an updated proposal.

A written notice of award or acceptance of a proposal mailed or otherwise furnished to the successful Offeror(s) within the time for acceptance specified in the proposal, shall result in a binding contract without further action by either party. Before the proposal’s specified expiration time, the Government may accept a proposal (or part of a proposal), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.