

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 2 PAGES 2
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 80MSFC21R0020	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/10/2021	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NASA Marshall Space Flight Center Office of Procurement Marshall Space Flight Center AL 35812		8. ADDRESS OFFER TO (if other than item 7) Electronic Submission Requested to: Cynthia Hubbard Marshall Space Flight Center cynthia.a.hubbard@nasa.gov			

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

SOLICITATION

9. Sealed offers in original and 1 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 Huntsville, AL until 3:00:00 local time 06/24/2021
(City) (Hour) (Date)

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: Cynthia Hubbard	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS cynthia.a.hubbard@nasa.gov
		AREA CODE	NUMBER	EXTENSION	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II- CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM	8		I	CONTRACT CLAUSES	44
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT	1		J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE	2		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
	F	DELIVERIES OR PERFORMANCE	1		L	INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS	16
	G	CONTRACT ADMINISTRATION DATA	2		M	EVALUATION FACTORS FOR AWARD	5
	H	SPECIAL CONTRACT REQUIREMENTS	2				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

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 inserted by the offeror) from the date for receipt of offers specified above, 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 I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY CODE	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXTENSION			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION INFORMATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
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24. ADMINISTERED BY (if other than item 7)	25. PAYMENT WILL BE MADE BY CODE https://www.nssc.nasa.gov/vendorpayment NSSC-AccountsPayable@nasa.gov
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
80MSFC21R0020

Page 2 of 2

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Mars Ascent Vehicle (MAV) Reaction Control System (RCS) 5N Thruster Base Period Period of Performance: 11/17/2021 to 11/16/2023				
0002	Option 1 Period of Performance: 11/17/2023 to 04/30/2024				

SECTION A - SOLICITATION/CONTRACT FORM

Table of Content

Contents

SECTION A - SOLICITATION/CONTRACT FORM.....	1
Table of Content	1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	1
1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)	1
1852.232-81 CONTRACT FUNDING (JUN 1990).....	1
MSFC 52.216-91 SUPPLIES AND/OR SERVICES TO BE PROVIDED AND TYPE OF CONTRACT (JUN 2017).....	1
MSFC 52.216-92 MATRIX OF CONTRACT LINE ITEMS (CLINs) (OCT 2017).....	1
MSFC 52.227-91 DATA REQUIREMENTS (JUN 2017).....	2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	1
MSFC 52.211-93 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT (MAY 2019).....	1
SECTION D - PACKAGING AND MARKING	1
1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005).....	1
1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)	1
SECTION E - INSPECTION AND ACCEPTANCE.....	1
52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAY 2001)	1
52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....	1
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)	1
1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)	1
SECTION F - DELIVERIES OR PERFORMANCE.....	1
52.242-15 STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984).....	1
52.247-34 F.O.B. DESTINATION (NOV 1991)	1
MSFC 52.211-94 PERIOD OF PERFORMANCE (MAY 2017)	1
MSFC 52.237-91 PLACE OF PERFORMANCE (JUL 2018).....	1
MSFC 52.247-90 SECTION 10721 RATES (FEB 2001)	1
SECTION G - CONTRACT ADMINISTRATION DATA	1
1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)	1
1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)	1
1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015).....	1

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)	1
1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018).....	1
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	1
1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)	1
1852.225-70 EXPORT LICENSES (FEB 2000)	1
MSFC 52.209-92 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AFTER CONTRACT AWARD (MAY 2017)	1
MSFC 52.209-94 RESOLUTION OF ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2017).....	1
SECTION I - CONTRACT CLAUSES.....	1
52.202-1 DEFINITIONS (JUN 2020)	1
52.203-3 GRATUITIES (APR 1984)	1
52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014).....	1
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	1
52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)	1
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	1
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).....	1
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)	1
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)	1
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	1
52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)	1
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	1
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020).....	1
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018).....	1
52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016).....	1
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)	1
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	1

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)	2
52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020).....	2
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	2
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015).....	2
52.210-1 MARKET RESEARCH (JUN 2020)	2
52.211-5 MATERIAL REQUIREMENTS (AUG 2000)	2
52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)	3
52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)	3
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020).....	3
52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020).....	3
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010).....	3
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005).....	3
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	3
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020) ...	3
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020).....	3
52.216-8 FIXED FEE (JUN 2011)	3
52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (MAR 2020)	3
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	3
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020).....	3
52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999).....	4
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	4
52.222-3 CONVICT LABOR (JUN 2003).....	4
52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)	4
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020).....	4
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015).....	4
52.222-26 EQUAL OPPORTUNITY (SEP 2016)	4

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)	4
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010).....	4
52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	4
52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)	4
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	4
52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020).....	4
52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017).....	4
52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....	4
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020).....	4
52.223-20 AEROSOLS (JUN 2016).....	4
52.223-21 FOAMS (JUN 2016)	4
52.225-1 BUY AMERICAN – SUPPLIES (JAN 2021)	4
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)	4
52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)	4
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020).....	5
52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)	5
52.232-17 INTEREST (MAY 2014)	5
52.232-22 LIMITATION OF FUNDS (APR 1984).....	5
52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)	5
52.232-25 PROMPT PAYMENT (JAN 2017) ALTERNATE I (FEB 2002).....	5
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018).....	5
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013).....	5
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS CONTRACTORS (DEC 2013).....	5
52.233-1 DISPUTES (MAY 2014).....	5
52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985).....	5
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	5
52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	5
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	5
52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)	5
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)	5
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017).....	5

52.242-13 BANKRUPTCY (JUL 1995).....	5
52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984).....	5
52.243-6 CHANGE ORDER ACCOUNTING (APR 1984).....	5
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....	5
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020).....	6
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	6
52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004).....	6
52.249-14 EXCUSABLE DELAYS (APR 1984).....	6
52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....	6
52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020).....	6
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016).....	7
52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018).....	9
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020).....	10
52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018).....	11
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	18
52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	18
52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020) ALTERNATE I (MAR 2020).....	18
52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990).....	22
52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020).....	23
52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)....	23
52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014). ..	24
52.244-2 SUBCONTRACTS (JUN 2020).....	24
52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020).....	26
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	29
52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020).....	30
1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)	30
1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014).....	30
1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011).....	30
1852.215-84 OMBUDSMAN (NOV 2011).....	30

1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016)	30
1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015).....	30
1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015).....	30
1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015)	30
1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)	30
1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988).....	30
1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005).....	30
1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)	30
1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)(DEVIATION).....	31
52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) ALTERNATE II (DEC 2007) ALTERNATE III (DEC 2007) [(MODIFIED BY NFS 1852.227-14 (APR 2015)]	31
1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D)	39
1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020)	41
SECTION J - LIST OF ATTACHMENTS	1
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS.....	1
52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—REPRESENTATION (DEC 2016).....	1
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)	1
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020) ALTERNATE I (MAR 2020).....	5
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).....	10
52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES— REPRESENTATION (OCT 2020).....	13
52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	13
52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020).....	15
52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS— CERTIFICATION (FEB 2021)	15
52.225-18 PLACE OF MANUFACTURE (AUG 2018).....	17
1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012)(DEVIATION).....	18
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS	1

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018).....	1
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)	1
52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)	1
52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991).....	1
52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2017). .	1
52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)	1
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009).....	1
52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—REPRESENTATION (DEC 2016).....	1
52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009).....	1
52.216-1 TYPE OF CONTRACT (APR 1984)	1
52.233-2 SERVICE OF PROTEST (SEP 2006).....	1
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)...	2
52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020).....	2
1852.233-70 PROTESTS TO NASA (DEC 2015).....	2
1852.215-81 PROPOSAL PAGE LIMITATIONS (APR 2021)	2
ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA’S EFSS BOX (MAY 2021)	4
1852.239-73 REVIEW OF THE OFFEROR’S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (DEVIATION 15-03D)	6
MSFC 52.205-90 DESIGNATED POINT OF CONTACT (NOV 2018)	7
MSFC 52.215-90 SUMMARY OF DEVIATIONS/EXCEPTIONS (NOV 2018).....	7
MSFC 52.215-91 DUE DATE FOR RECEIPT OF PROPOSALS OR QUOTATIONS (SEP 2019)	7
MSFC 52.215-93 ELIGIBILITY REQUIREMENTS (JUN 2019)	8
MSFC 52.253-90 REQUIRED FORMS (NOV 2018)	8
ACQUISITION APPROACH (SEP 11 2019).....	9
VOLUME I - MISSION SUITABILITY VOLUME INSTRUCTIONS	9
VOLUME II – COST FACTOR INSTRUCTIONS	10
VOLUME III - PAST PERFORMANCE VOLUME INSTRUCTIONS (AUG 18 2020)	12
PAST PERFORMANCE INTERVIEW/QUESTIONNAIRE.....	L-1-1
VOLUME IV - CONTRACT INSTRUCTIONS (DEC 01 2020).....	15
SECTION M - EVALUATION FACTORS FOR AWARD	1

52.217-5 EVALUATION OF OPTIONS (JUL 1990)..... 1
BASIS FOR AWARD – GENERAL (APR 23 2019) 1
FACTOR I - MISSION SUITABILITY VOLUME EVALUATION..... 1
FACTOR II – COST EVALUATION (FEB 22 2021)..... 3
FACTOR III PAST PERFORMANCE VOLUME EVALUATION (AUG 18 2020)..... 3

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)

The estimated cost of this contract is \$TBD exclusive of the fixed fee of \$TBD. The total estimated cost and fixed fee is \$ TBD.

(End of clause)

1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ TBD. This allotment is for Reaction Control System (RCS) Thruster and covers the following estimated period of performance: TBD.

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

(End of clause)

MSFC 52.216-91 SUPPLIES AND/OR SERVICES TO BE PROVIDED AND TYPE OF CONTRACT (JUN 2017)

(a) The contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform and/or deliver the services in accordance with Attachment J-1, Statement of Work.

(End of clause)

MSFC 52.216-92 MATRIX OF CONTRACT LINE ITEMS (CLINs) (OCT 2017)

The current total contract value is as specified below. To separately track the components of the value, separate CLINs have been established as follows:

CLIN	DESCRIPTION	VALUE	OPTION STATUS
001	Base Period <i>11/17/2021-11/16/2023</i>	<i>\$TBD</i>	<i>N/A</i>
002	Option 1 <i>11/17/2023 – 04/30/2024</i>	<i>\$TBD</i>	<i>Unexercised</i>
	Total Value of Base and All Exercised Options	<i>\$TBD</i>	

(End of provision)

MSFC 52.227-91 DATA REQUIREMENTS (JUN 2017)

- (a) The contractor shall furnish all data identified and described in the data requirements list (DRL) of the data procurement document (DPD) which is attached to this contract. All expenses associated therewith are included in the estimated cost or firm fixed price of this contract, or any associated task orders if applicable.
- (b) The Government reserves the right to delay the delivery of any or all data requirements descriptions (DRDs) specified in the DRL and such right may be exercised at no increase to the estimated cost or firm fixed price of this contract or any associated task orders.
- (c) Nothing contained in this clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DPD, but required under another section of this contract.
- (d) To the extent that data required to be delivered under a DRD is also required to be delivered under another section of the contract, the requirements established by both the DRD and such other contract section shall apply. In the event of a conflict between the data requirements of the DPD and another contract section, the specific contract section will take precedence.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**MSFC 52.211-93 DESCRIPTION/SPECIFICATIONS/STATEMENT OF
WORK/PERFORMANCE WORK STATEMENT (MAY 2019)**

The Description/Specifications/Statement of Work/Performance Work Statement is located at Attachment J-1.

(End of clause)

SECTION D - PACKAGING AND MARKING

1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

- (a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
- (b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
- (1) Item Description.
 - (2) Unique Identification Number (License Tag).
 - (3) Unit Price.
 - (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
- (1) Date originally placed in service.
 - (2) Item condition.
- (e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

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

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAY 2001)**52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)****52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

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

Title	Number	Date	Tailoring
Quality Systems - Aerospace - Model for Quality Assurance in Design, Development, Production, Installation and Servicing	AS9100		Not Allowed

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

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

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

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

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

(End of clause)

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

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

Item	Quality Assurance Location	Function
Supplies	Contractor's Facility	Government Mandatory Inspection Points
Supplies	Contractor's Facility or Delivery Location	Receiving Inspection of Supplies received by Contractor, or supplies delivered to the Government by the Contractor.

Supplies	Contractor's Facility or Delivery Location	Witness Acceptance Testing as Determined by the Government
Supplies	Contractor's Facility	Pre-ship inspection as determined by the Government
Contractor Quality System	Contractor's Facility	Audit
Contractor Software Quality Assurance System	Contractor's Facility	Audit

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

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

52.247-34 F.O.B. DESTINATION (NOV 1991)

MSFC 52.211-94 PERIOD OF PERFORMANCE (MAY 2017)

The period of performance for this contract is from 11/17/2021 through 11/16/2023.

Note: The above period of performance is subject to change based on the award date.

(End of clause)

MSFC 52.237-91 PLACE OF PERFORMANCE (JUL 2018)

The Contractor shall perform the work under this contract at **Contractor's Facility**, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

MSFC 52.247-90 SECTION 10721 RATES (FEB 2001)

The Contractor shall use carriers that offer acceptable service at reduced rates (Section 10721 rates), if available.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA

1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)**1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)****1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)****1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)****1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT (APR 2018)**

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

(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.*

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

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

(i) *Vouchers.*

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

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

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

(D) Progress reports, as required.

(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)****1852.225-70 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 Marshall Space Flight Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

MSFC 52.209-92 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AFTER CONTRACT AWARD (MAY 2017)

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) Organizational Conflict of Interest Plan. If there is an OCI plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships or modification of the work scope.

(End of clause)

MSFC 52.209-94 RESOLUTION OF ORGANIZATIONAL CONFLICTS OF INTEREST (MAY 2017)

(a) The Organizational Conflict of Interest (OCI) Plan and its obligations (which includes any appended resolution strategies related to identified OCIs), are hereby incorporated in the contract by reference.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.

(2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding OCI to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the OCI. The terms "Contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

(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)

52.203-17 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)

52.204-25 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)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

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

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means—

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

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

52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020)

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

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

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)

52.216-8 FIXED FEE (JUN 2011)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (MAR 2020)

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)

- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- 52.222-3 CONVICT LABOR (JUN 2003)**
- 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)**
- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)**
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)**
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020)**
- 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)**
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)**
- 52.223-20 AEROSOLS (JUN 2016)**
- 52.223-21 FOAMS (JUN 2016)**
- 52.225-1 BUY AMERICAN – SUPPLIES (JAN 2021)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)**
- 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)**

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020)

52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

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)

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)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

52.242-13 BANKRUPTCY (JUL 1995)

52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)**52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)****52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)****52.249-14 EXCUSABLE DELAYS (APR 1984)****52.253-1 COMPUTER GENERATED FORMS (JAN 1991)****52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)***(a) Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
NASA Office of Inspector General Hotline Poster	https://oig.nasa.gov/hotline.html

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

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

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

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

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

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

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

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

(b) *Safeguarding requirements and procedures.*

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.

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

(End of clause)

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

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

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.* (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any

affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

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

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

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in Federal Acquisition Regulation (FAR) [15.403-4\(a\)\(1\)](#) on the date of execution of the modification; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data in FAR [15.403-4\(a\)\(1\)](#), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR [15.403-4\(a\)\(1\)](#), the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating

process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR [15.403-1](#)(b) applies. If the threshold for submission of certified cost or pricing data specified in FAR [15.403-4](#)(a)(1) is adjusted for inflation as set forth in FAR [1.109](#)(a), then pursuant to FAR [1.109](#)(d) the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment.

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

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data in FAR [15.403-4](#)(a)(1) on the date of agreement on price or the date of award, whichever is later.

(End of clause)

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.

- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.
- (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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years 11 months.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020) ALTERNATE I (MAR 2020)

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

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

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in 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.
 - (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
- (b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (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 its small business size status for each one of the NAICS codes assigned to this contract.

NAICS code	Small business concern (yes/no)
336415	

- (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)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work—
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(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)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only: It is Not a Wage Determination

Employee Class	Monetary Wage—Fringe Benefits
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(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)

52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020)

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

Common item means an item that has multiple applications versus a single or peculiar application.

Counterfeit item means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Critical item means an item, the failure of which is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the item; or is likely to prevent performance of a vital agency mission.

Critical nonconformance means a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission.

Design activity means an organization, Government or contractor, that has responsibility for the design and configuration of an item, including the preparation or maintenance of design documents. Design activity could be the original organization, or an organization to which design responsibility has been transferred.

Major nonconformance means a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose.

Suspect counterfeit item means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) The Contractor shall—

- (1) Screen Government-Industry Data Exchange Program (GIDEP) reports, available at www.gidep.org, as a part of the Contractor's inspection system or program for the control of quality, to avoid the use and delivery of counterfeit or suspect counterfeit items or delivery of items that contain a major or critical nonconformance. This requirement does not apply if the Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;
- (2) Provide written notification to the Contracting Officer within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (*e.g.*, seller, customer, third party) that any end item,

component, subassembly, part, or material contained in supplies purchased by the Contractor for delivery to, or for, the Government is counterfeit or suspect counterfeit;

- (3) Retain counterfeit or suspect counterfeit items in its possession at the time of discovery until disposition instructions have been provided by the Contracting Officer; and
- (4) Except as provided in paragraph (c) of this clause, submit a report to GIDEP at www.giddep.org within 60 days of becoming aware or having reason to suspect, such as through inspection, testing, record review, or notification from another source (*e.g.*, seller, customer, third party) that an item purchased by the Contractor for delivery to, or for, the Government is—
 - (i) A counterfeit or suspect counterfeit item; or
 - (ii) A common item that has a major or critical nonconformance.
- (c) The Contractor shall not submit a report as required by paragraph (b)(4) of this clause, if—
 - (1) The Contractor is a foreign corporation or partnership that does not have an office, place of business, or fiscal paying agent in the United States;
 - (2) The Contractor is aware that the counterfeit, suspect counterfeit, or nonconforming item is the subject of an on-going criminal investigation, unless the report is approved by the cognizant law-enforcement agency; or
 - (3) For nonconforming items other than counterfeit or suspect counterfeit items, it can be confirmed that the organization where the defect was generated (*e.g.*, original component manufacturer, original equipment manufacturer, aftermarket manufacturer, or distributor that alters item properties or configuration) has not released the item to more than one customer.
- (d) Reports submitted in accordance with paragraph (b)(4) of this clause shall not include—
 - (1) Trade secrets or confidential commercial or financial information protected under the Trade Secrets Act (18 U.S.C. 1905); or
 - (2) Any other information prohibited from disclosure by statute or regulation.
- (e) Additional guidance on the use of GIDEP is provided at <http://www.giddep.org/about/opmanual/opmanual.htm>.
- (f) If this is a contract with the Department of Defense, as provided in paragraph (c)(5) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81), the Contractor or subcontractor that provides a written report or notification under this clause that the end item, component, part, or material contained electronic parts (*i.e.*, an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor,

resistor, or diode), or a circuit assembly)) that are counterfeit electronic parts or suspect counterfeit electronic parts shall not be subject to civil liability on the basis of such reporting, provided that the Contractor or any subcontractor made a reasonable effort to determine that the report was factual.

(g) *Subcontracts.*

- (1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert this clause, including this paragraph (g), in subcontracts that are for—
 - (i) Items subject to higher-level quality standards in accordance with the clause at FAR 52.246-11, Higher-Level Contract Quality Requirement;
 - (ii) Items that the Contractor determines to be critical items for which use of the clause is appropriate;
 - (iii) Electronic parts or end items, components, parts, or materials containing electronic parts, whether or not covered in paragraph (g)(1)(i) or (ii) of this clause, if the subcontract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and this contract is by, or for, the Department of Defense (as required by paragraph (c)(4) of section 818 of the National Defense Authorization Act for Fiscal Year 2012 (Pub. L. 112-81)); or
 - (iv) For the acquisition of services, if the subcontractor will furnish, as part of the service, any items that meet the criteria specified in paragraphs (g)(1)(i) through (g)(1)(iii) of this clause.
- (2) The Contractor shall not insert the clause in subcontracts for—
 - (i) Commercial items; or
 - (ii) Medical devices that are subject to the Food and Drug Administration reporting requirements at 21 CFR 803.
- (3) The Contractor shall not alter the clause other than to identify the appropriate parties.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Electronic Code of Federal Regulation: www.ecfr.gov

FAR: <https://www.acquisition.gov/far>

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

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

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

1852.215-84 OMBUDSMAN (NOV 2011)

1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016)

1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)

1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)

1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015)

1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)

1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

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

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

(End of clause)

**52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) ALTERNATE II (DEC 2007)
ALTERNATE III (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:
- (i) Use (except for manufacture) by support service contractors.
 - (ii) Evaluation by nongovernment evaluators.
 - (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part.
 - (iv) Emergency repair or overhaul work.

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

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

(End of notice)

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

RESTRICTED RIGHTS NOTICE (DEC 2007)

- (a) This computer software is submitted with restricted rights under Government Contract No. (and subcontract, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- (b) This computer software may be—
 - (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
 - (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
 - (6) Used or copied for use with a replacement computer.

- (c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- (e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

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

RESTRICTED RIGHTS NOTICE SHORT FORM (JUN 1987)

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

(End of notice)

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

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

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

(End of clause)

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)

1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020)

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

“Authentic part” means a new and unmodified part produced by the original component manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

“Authentication” means a process to verify that a part is not counterfeit or suspect counterfeit.

“Authorized aftermarket manufacturer” means an organization that fabricates a part under a contract with, or with the express written authority of, the original component manufacturer based on the original component manufacturer's designs, formulas, and/or specifications.

“Authorized supplier” means a supplier, distributor, or an aftermarket manufacturer with a contractual arrangement with, or the express written authority of, the original manufacturer or current design activity to buy, stock, repackage, sell, or distribute the part.

“Contract manufacturer” means a company that produces goods under contract for another company under the label or brand name of that company.

“Contractor-approved supplier” means a supplier that does not have a contractual agreement with the original component manufacturer, but has been qualified by the contractor or subcontractor approved by the contractor or government as having met prescribed counterfeit electronic part detection and avoidance system criteria using established counterfeit prevention industry standards and processes.

“Counterfeit electronic part” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

“Electronic part” means a discrete electronic component, including a microcircuit, transistor, capacitor, resistor, or diode, that is intended for use in a safety or mission critical application (section 823 (d)(2) of Pub L. 115-10).

“Original component manufacturer” means an organization that designs and/or engineers a part and is entitled to any intellectual property rights to that part.

“Original equipment manufacturer” means a company that manufactures products that it has designed from purchased components and sells those products under the company’s brand name.

“Original manufacturer” means the original component manufacturer, the original equipment manufacturer, or the contract manufacturer.

“Suspect counterfeit electronic part” means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

(b) *Sources of electronics parts.* In accordance with section 823(c)(3), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the covered contractor shall—

- (1) Obtain electronic parts that are in production by the original manufacturer or an authorized aftermarket manufacturer or currently available in stock from—
 - (i) The original manufacturers of the parts;
 - (ii) Their authorized dealers; or
 - (iii) Suppliers who obtain such parts exclusively from the original manufacturers of the parts or their authorized dealers;

- (2) If electronic parts are not in production or currently available in stock from suppliers as stated in paragraph (b) of this clause, the covered contractor shall obtain electronic parts from NASA identified suppliers or contractor-approved suppliers for which—
- (i) The covered contractor assumes responsibility for the authenticity of parts; and
 - (ii) The covered contractor performs inspection, testing and authentication of parts; and
 - (iii) The covered contractor obtains traceability information for the electronic parts (*e.g.*, data code, lot code, serial number) and provides this information to the contracting officer upon request; and
 - (iv) The selection of contractor-approved suppliers is subject to review and audit by the contracting officer.
- (c) *Notification.* The covered contractor, including subcontractors, shall notify the NASA contracting officer in writing not later than 30 calendar days after the date the covered contractor becomes aware, or has reason to suspect, that any end item, component, part or material contained in supplies purchased by NASA, or purchased by a covered contractor or subcontractor for delivery to, or on behalf of, NASA, contains a counterfeit electronic part or suspect counterfeit electronic part.
- (d) *Costs related to counterfeit electronic parts and suspect counterfeit electronic parts.* In accordance with section 823(c)(2)(B), the NASA Transition Authorization Act of 2017 (Pub. L. 115-10), the costs of counterfeit electronic parts and suspect counterfeit electronic parts and the costs of rework or corrective action that may be required to remedy the use or inclusion of such parts are unallowable, unless—
- (1) The covered contractor has a system to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts that has been reviewed and approved by NASA or the Department of Defense pursuant to 48 CFR 244.303; and
 - (2) The covered contractor, including a subcontractor, notifies the applicable NASA contracting officer in writing in accordance with paragraph (c) of this clause; or
 - (3) The counterfeit electronic parts or suspect counterfeit electronic parts were provided to the covered contractor as Government property in accordance with part 45 of the Federal Acquisition Regulation.
- (e) *Subcontracts.* The covered contractor shall insert this clause, including this paragraph (e), in subcontracts for—
- (1) Electronic parts;
 - (2) End items, components, parts, or assemblies containing electronic parts; or

- (3) Services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial items that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer. The covered contractor shall not alter the clause other than to identify appropriate parties.
- (f) *Corrective Action.* In the event that the covered contractor supplies a counterfeit electronic part, suspect counterfeit electronic part or end item, component, or assembly containing a counterfeit electronic part to NASA, the covered contractor shall take such corrective actions as the Administrator considers necessary to remedy the use or inclusion of additional counterfeit electronic parts, suspect counterfeit electronic part or end items, components, or assemblies containing a counterfeit electronic part.

(End of clause)

SECTION J - LIST OF ATTACHMENTS

Attachment 1 – Statement of Work

Attachment 2 – Data Procurement Document

Attachment 3 – Specifications

Attachment 4 – Small Business Subcontracting Plan Goal Recommendations

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

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—REPRESENTATION (DEC 2016)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336415.
- (2) The small business size standard is 1,250.
- (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.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to 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:

(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.

FAR Clause No.	Title	Date	Change

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)

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)
ALTERNATE I (MAR 2020)**

- (a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS code	Size standard
336415	1250

- (2) 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 (*i.e.*, nonmanufacturer), 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.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to 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.

FAR Clause No.	Title	Date	Change

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) *Representations.* The Offeror represents that—

- (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and
- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

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

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

(i) For covered equipment—

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

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (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) *Representation.* (1) 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 (FAPIS) 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 FAPIS 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 (FEB 2021)**

- (a) This provision does not apply to acquisitions at or 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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

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

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

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

52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
 - (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.

(End of provision)

1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012)(DEVIATION)

- (a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) Representation. By submission of its offer, the Offeror represents that the Offeror is not China or a Chinese-owned company.

(End of provision)

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)

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

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

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITIONS (JAN 2017)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

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

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS—REPRESENTATION (DEC 2016)

52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (FEB 2009)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee 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

Tyler C. Cochran – tyler.c.cochran@nasa.gov
PS50/Office of Procurement
Building 4221/ Room 2301
MSFC, AL 35812

- (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):

Electronic Code of Federal Regulation: www.ecfr.gov

FAR: <https://www.acquisition.gov/far>

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (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)

1852.233-70 PROTESTS TO NASA (DEC 2015)**1852.215-81 PROPOSAL PAGE LIMITATIONS (APR 2021)**

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

Proposal section (List each volume or section)	Page limit (Specify limit)	Notes
Volume I Mission Suitability	Not to exceed 30 pages	
Volume II Cost	Unlimited	

Volume III Past Performance	Not to exceed 8 pages	A listing of contract references to whom the Offeror has provided the Past Performance Questionnaire forms.
Volume IV Model Contract	Unlimited	The Offeror shall include: 1. A complete model contract 2. Representations and Certifications

(b) A page is defined as one side of sheet, 8½" × 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8½" × 11" pages. The metric standard format most closely approximating the described standard 8½" × 11" size may also be used.

(1) Submit proposals in accordance with the provision entitled "Electronic Submission of Proposals – Proposal Marking and Delivery Through NASA's EFSS Box."

(2) Submit proposals in Microsoft Office 2016 or later formats (i.e., Microsoft Word for narrative and Microsoft Excel for the pricing). Supplemental documentation provided as part of the non-page limited Cost/Price volume (e.g., financial statements, indirect rate letters, audit reports, letters of credit, disclosure statements, pre-award accounting system SF 1408's) may be provided in their native format (e.g., Adobe, .pdf). Offerors shall not embed sound or video files into the proposal volumes.

(3) Submit each volume of the proposal as a separate sub-directory file on each electronic media. Offerors shall also ensure that each volume stands alone, provides complete coverage of the topic, and includes responses to each item described in the volume instructions.

(4) Establish a page numbering convention for all volumes except for the contract volume which shall be numbered as provided for in the solicitation. Additionally, each volume page, with the exception of the contract volume, shall be identified with the Offeror's name (company logo may utilize other than Times New Roman 12-point font within existing margin restrictions), solicitation number, and date.

(5) Provide a table of contents for each volume, with the exception of the contract volume, for ready reference to sections and other proposal data (e.g., charts, tables, figures, illustrations, screenshots, pictures).

(6) Instructions for page limited volumes -

(A) All pages shall be consecutively numbered, starting with "1" (one) on the first page of each volume.

(B) Each page, regardless of whether it contains proposal material or left blank, will be counted as a page.

(C) The standard page size shall be 8½" x 11" and the maximum page size shall be 11" x 17". Page sizes larger than 11" x 17" shall not be utilized. Pages larger than 8½" x 11" shall count as two pages and be consecutively numbered.

(D) No material outside of the proposal volumes may be incorporated by reference.

(E) To minimize redundancy, Offerors may reference another section within that volume only rather than duplicate the information in more than one location. Offerors shall maintain the logical flow of the subject matter when utilizing references.

(F) Font style shall be Times New Roman and the font size shall be twelve (12)-point for all text, including text used in charts, tables, figures, illustrations, or other embedded objects (e.g., pictures or screenshots). Offerors should exercise caution when inserting charts, tables, figures, illustrations, or other embedded objects to ensure that all text complies with the stated guidelines. Non-compliant text will not be evaluated; however, any remaining content will be evaluated. All text shall use normal kerning (i.e., spacing between individual characters). All lines shall be single spaced. All blank lines shall have a 12-point font size.

(G) Margins shall be justified.

(H) If a determination is made that any material on any page does not comply with the guidelines related to font, kerning, line spacing, or margins, the material will not be evaluated. Notification will be provided to the Offeror identifying any non-evaluated material.

(c) Identify any exclusions to the page limits that are excluded from the page counts specified in paragraph (a) of this provision (e.g., title pages, table of contents) as follows: See NFS 1852.215-81, Proposal Page Limitations, paragraph (a). In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(End of provision)

ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA'S EFSS BOX (MAY 2021)

(a) The offeror shall submit its proposal via NASA's Enterprise File Sharing and Sync Box (EFSS Box), a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be protected, or contain links to data not included in the electronic copy. All electronic submissions should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Subcontractors may submit their required proposal information separately using the instructions in this provision. The offeror shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.

(b) Prior to the submission of proposal files, offerors interested in submitting a proposal in response to this solicitation should notify Cynthia Hubbard of their intent to submit a proposal at least 48 hours prior to the intended submission date, at the following email address:

Cynthia.a.hubbard@nasa.gov. The offeror shall courtesy copy (cc) Belinda Triplett at belinda.f.triplett@nasa.gov on this communication.

(c) The offeror shall submit all proposal files to: <https://nasagov.app.box.com/f/4a57b93dddc74cccb9ca67902ce5c745>. The Offeror shall follow instructions regarding proposal submission found at <https://www.hq.nasa.gov/office/procurement/other/EFSS-Box-Offeror-Proposal-Submission-Instructions.pdf>.

(d) Electronic file names shall be limited to letters, numbers, and single spaces, with the exception of the period that is required before the file extension (e.g., .pdf), in order to successfully upload and download files from the EFSS Box system. The offeror shall not use special characters “/” or “\” in file names. The offeror shall clearly label the contents of the file and include the name of the offeror and subcontractor name (if applicable) in the file name. Examples of acceptable file names are as follows (not specific to this solicitation):

For Prime Offeror Submissions:

Offeror name-solicitation number-MS Volume.doc
 Offeror name - solicitation number - PP Volume.pdf
 Offeror name - solicitation number Cost-Price Volume.xlsx

For Subcontractor Submissions:

Offeror name-Subcontractor Name-solicitation number-MS Volume.doc
 Offeror name –Subcontractor Name - solicitation number - PP Volume.pdf
 Offeror name – Subcontractor Name - solicitation number Cost-Price Volume.xlsx

Individual files cannot exceed 150GB per file. Unless specifically authorized by the solicitation instructions, alternate proposal submissions shall not be submitted.

(e) Immediately after all files have been uploaded and the proposal has been submitted in its entirety, the Offeror shall notify Cynthia Hubbard at the following email address: cynthia.a.hubbard@nasa.gov with a listing of all documents that were submitted via EFSS Box. The Offeror shall courtesy copy (cc) Belinda Triplett at belinda.f.triplett@nasa.gov on this communication. If any problems are experienced with the EFSS Box system (e.g., login, file transfer), please contact Cynthia Hubbard and a cc copy to Belinda Triplett via e-mail as soon as possible.

(f) The offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the date and time specified in the solicitation (see FAR 52.215-1(c)(3)). The Government is not responsible for any failure attributable to the transmission or receipt of documents submitted using electronic means, including the missing of any submission requirements and established deadlines. Please note that uploading documents via EFSS Box and the transmission of the files from the offeror to the Government may not be instantaneous. To ensure timely delivery, the offeror is encouraged to submit its proposal at least 24 hours prior to the due date specified in the solicitation. The electronic submission of the proposal shall contain all information required by the solicitation to be determined responsive.

(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)

MSFC 52.205-90 DESIGNATED POINT OF CONTACT (NOV 2018)

- (a) The designated point of contact for this acquisition is:

NASA, George C. Marshall Space Flight Center Building:
Attn: *Cynthia Hubbard*
E-mail: cynthia.a.hubbard@nasa.gov
Solicitation number: 80MSFC21R0020

- (b) Questions and comments relative to this acquisition shall be submitted via email to the point of contact specified above no later than June 1, 2021, 12:00p.m., Central Standard Time.

(End of provision)

MSFC 52.215-90 SUMMARY OF DEVIATIONS/EXCEPTIONS (NOV 2018)

The Offeror will explain any exceptions (including deviations and conditional assumptions) taken with respect to this RFP. Any exceptions must contain sufficient amplification and justification to permit evaluation. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as unacceptable. Highlight exceptions in the margin of the proposal where they appear in the text.

(End of provision)

MSFC 52.215-91 DUE DATE FOR RECEIPT OF PROPOSALS OR QUOTATIONS (SEP 2019)

(a) The due date and time for receipt of proposals or quotations is as follows:

Volume	Title	Due Date	Local Time
I.	Mission Suitability	June 24, 2021	12:00 p.m.
II.	Cost	June 24, 2021	12:00 p.m.
III.	Past Performance	June 24, 2021	12:00 p.m.
IV.	Contract	June 24, 2021	12:00 p.m.

(b) If indicated above, the delivery of the **N/A** is requested prior to the specified due date and time for receipt of proposals or quotations. However, early submission is neither required nor a pre-requisite for proposal or quotation submission, provided that all volumes are submitted prior to the date and time specified above.

(End of provision)

MSFC 52.215-93 ELIGIBILITY REQUIREMENTS (JUN 2019)

An acceptable Quality Plan and Organizational Conflict of Interest (OCI) Plan will be considered an eligibility requirement for award and part of the Government's responsibility determination. As such, the Government may communicate with Offerors about this plan(s) outside of the evaluation process. This communication does not constitute discussions as defined in FAR 15.306. If the submitted plan(s) cannot be made acceptable to the Government, the Offeror will be considered ineligible for award.

(End of provision)

MSFC 52.253-90 REQUIRED FORMS (NOV 2018)

(a) The form checked below is attached to the end of this solicitation and shall be submitted prior to award of any contract resulting from this solicitation, upon request from the responsible contracting office.

FAR 15.406-2 - Certificate of Current Cost or Pricing Data

(b) The forms checked below are required to be submitted in the performance of any contract awarded as a result of this solicitation. Forms are available in Part 53 of the FAR or NASA FAR Supplement. An information copy of a form may be obtained from the responsible contracting office. See FAR 52.253-1 and 53.105(b) for information on the use of computer generated forms. See FAR 53.107(b) for information on obtaining multiple copies of forms.

Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR)*

SF 298 - Report Documentation Page

SF 1034 - Public Voucher for Purchases and Services Other Than Personal

SF 1413 - Statement and Acknowledgment

SF 1414 - Consent of Surety

SF 3881 - ACH Vendor/Miscellaneous Payment Enrollment Form

MSFC Form 4554 - Transfer and Shipping Document

NASA Form 533M - Monthly Contractor Financial Management Report

NASA Form 533Q - Quarterly Contractor Financial Management Report

NASA Form 778 - Contractor's Release

NASA Form 780 - Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts

NASA Form 1018 - NASA Property in the Custody of Contractors

DD Form 250 - Material Inspection and Receiving Report

DD Form 1419 - DOD Industrial Plant Equipment Requisition, if applicable.

* ISR and SSR must be submitted using the Electronic Subcontracting Report System (eSRS) at <http://www.esrs.gov>. See FAR 19.704. SF 294 and SF 295 previously used for reporting are obsolete.

(End of Provision)

ACQUISITION APPROACH (SEP 11 2019)

(a) The acquisition will be conducted utilizing a best value tradeoff between the factors of Mission Suitability, Cost, and Past Performance in accordance with Federal Acquisition Regulation (FAR) Part 15 and NASA FAR Supplement (NFS) Part 1815.

(b) The Government intends to make one award as a result of this unrestricted solicitation.

(End of provision)

VOLUME I - MISSION SUITABILITY VOLUME INSTRUCTIONS

(a) The Offeror's response to the requirements of this factor shall be submitted as a separate proposal volume.

(b) The volume shall be specific, detailed, and complete to clearly and fully demonstrate the Offeror's understanding of the Mission Suitability subfactor requirements delineated in paragraph (c) below and the Offeror's approach to effectively and efficiently accomplish those requirements, including full explanations of the techniques and procedures to be employed and the resources necessary to perform as proposed. Stating the Offeror understands and will comply with the requirements, or paraphrasing the requirements is not acceptable. In addition, statements

such as “standard procedures will be employed,” or “well-known techniques will be used,” are not acceptable. Information may not be incorporated by reference.

(c) The Offeror shall provide a detailed response to each of the following subfactor requirements utilizing the structure and order as provided below:

Mission Suitability Subfactors

Subfactor A: Technical Approach to the SOW and DPD Requirements

TA1 Technical Approach

Subfactor B: Management/Schedule Approach to the SOW and DPD Requirements

MA1 Management/ Schedule Approach

Subfactor A: Technical Approach to the SOW and DPD Requirements:

TA1 Technical Approach The Government will evaluate the Offeror’s overall technical approach to accomplishing the Statement of Work and DPD Requirements. The approach shall include the following areas of emphasis:

- Ability to meet requirements within cost and schedule that minimizes mass and volume.

Subfactor B: Management/Schedule Approach to the SOW and DPD Requirements:

MA1 Management/Schedule Approach The Government will evaluate the Offeror’s overall management approach to accomplishing the Statement of Work. The approach should describe the Offeror’s proposed organizational structure, key positions, and strategy to accomplish and control the effort necessary for fulfillment of the SOW AND DPD. The Government will evaluate the realism and completeness of the proposed schedule.

(d) Offerors shall ensure the information submitted in this volume is consistent with information submitted in other volumes, as applicable.

(End of text)

VOLUME II – COST FACTOR INSTRUCTIONS

(a) General Instructions

- (1) This shall be a separate volume.
- (2) The full contents of this volume shall follow the organization of the sections that follow, and the content shall be described in those sections. The Offeror shall ensure that the proposal includes complete and factual cost data. Submittal of summary level direct labor costs only is not acceptable. The Offeror shall adhere to the SOW and DPD Requirements. Beyond this prescribed SOW and DPD Requirements, the Offeror has flexibility based on the proposed implementation approach. The Offeror’s assessment of the SOW and DPD Requirements and its approach to satisfying requirements shall factor in its establishment of the total proposed estimated cost and fee utilizing its customary estimating procedures. Failure to provide all requested cost information may indicate a

lack of understanding of the requirements for contract performance, which may result in cost realism adjustments and affect the Mission Suitability score.

- (3) It is anticipated that adequate price competition will be obtained under this solicitation. Therefore, the submission of certified cost or pricing data is not required pursuant to FAR 15.403-1(b)(1). However, in accordance with FAR 15.403-3(a)(ii), data other than certified cost and pricing data is required for cost realism analysis.
- (4) This volume shall encompass all costs associated with the requirements of the proposed contract and comply with applicable FAR and NASA FAR Supplement (NFS) regulations. All Offerors shall submit a Cost volume. Additionally, in accordance with FAR 15.404-3(c)(2), all proposed subcontractors, to include interdivisional and/or intra-company effort, with a value of \$1M or greater over the life of the contract shall submit a complete Cost volume.

Note: For the Cost volume only, an applicable subcontractor is defined as a proposed subcontractor, to include interdivisional and/or intra-company effort, meeting this threshold.
- (5) In accordance with FAR 16.301-3, *Limitations*, an Offeror's and applicable subcontractor's accounting system shall have an adequate accounting system for identifying and segregating costs prior to award of a cost reimbursement contract. Therefore, Cost volume(s) shall be prepared in a manner consistent with each company's current adequate accounting system. Offerors and applicable subcontractors shall provide the audit report number and date of approval for their accounting system. Cost volume(s) shall be prepared with sufficient detail to allow direct and indirect rate verification and audit of selected costs by the cognizant audit office.
- (6) All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest cent (\$xx.xx). All indirect rates shall be expressed as percentages to the second decimal place (xx.xx%).
- (7) The Offeror shall submit estimates at the rates anticipated to be utilized for the contract and performance thereunder as there will be no advantage in proposing unrealistically low costs or rates.
- (8) Formatting of cost data shall be in accordance with NFS Provision 1852.215-81, *Proposal Page Limitations*. Adobe Acrobat files in PDF format are not acceptable, except as provided for in the above referenced provision, paragraph (b)(2). All non-PDF electronic files shall be searchable. All electronic files shall not contain hidden formulas or tables and shall not be locked or protected.

COST SUBFACTORS

- CA1 Reasonableness
- CA2 Completeness

CA1 Reasonableness The Offeror's Cost proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is adequate, realistic and reasonable.

CA 2 Completeness The Offeror will be evaluated on the completeness of disclosed/provided cost information detail. If any omissions, inconsistencies, or conditions/qualification associated with the proposed cost or elements of cost are identified, the evaluators will determine if these aspects of the proposal represent a risk to providing the requirements in accordance with the terms of the contract. The consistency between the Mission Suitability factor and the Cost factor will be considered in determining the Offeror's understanding of the SOW and DPD Requirements.

General Information

Complete and submit the following items to support the evaluation of the submitted proposal. Cost information is requested in excel spreadsheet format containing all formulas used in developing the proposal.

1. Prime Cost Summary
2. Prime Elements of Cost
3. Direct Labor Hours, Direct Labor Rates, and Direct Labor Costs Detail
4. Significant Subcontractor Elements of Cost
5. Summary of Indirect Rates
6. Summary of Recurring Other Direct Costs (ODCs)/Cost Estimating Relationships (CERs)
7. Overhead (Composition of Burden Pool)
8. General and Administrative (G&A) (Composition of Burden Pool)
9. Materials
10. Travel
11. Other Direct Costs
12. Basis of Estimate for all Cost Elements
13. Productive Work Year Calculation
14. Fringe Benefits
15. Proposed percentage for calculation of fee
16. Proposed Facilities Capital Cost of Money
17. Most recent Forward Pricing Rate Proposal submitted to DCMA and most recent Forward Pricing Rate Recommendation received from DCMA.

(End of Text)

VOLUME III - PAST PERFORMANCE VOLUME INSTRUCTIONS (AUG 18 2020)

- (a) This shall be a separate volume.
- (b) The Offeror's past performance references shall be limited to no more than three described contracts and/or subcontracts, including those of any proposed subcontractors. At least two past performance references should be for the Offeror. While the Offeror has discretion in how to best represent the past performance of their proposed team, the past performance references provided should demonstrate that the Offeror's team has relevant past performance across the breadth of applicable statement of work (SOW) areas. Performance of referenced contracts shall be limited to that which occurred within five years of the due date for receipt of proposals.
- (c) Offerors shall consider the following similarities to this effort in choosing the referenced contracts:

(1) Size – For Offerors, a referenced contract will be determined relevant if it has an average annual value of \$2M or greater, and for proposed subcontractors, an average annual value of \$500K or greater.

(2) Content - For Offerors, a referenced contract's content relevancy will be determined based on how well the work performed aligns with the applicable elements of Attachment J-1, Statement of Work (SOW) (see SOW Assignment Table(s) below), and for subcontractors, how well the work performed aligns with the subcontractor's proposed workshare, as indicated in the SOW Assignment Table(s).

(3) Complexity - A referenced contract's complexity relevancy will be determined based on how well the complexity of the effort performed aligns with the effort delineated in Attachment J-1 and other pertinent sections of the solicitation.

(e) The contents of this volume shall be organized in accordance with the following sections.

Section I

Offerors shall furnish the following information for each past performance reference contract/subcontract:

(1) General contract information-

(i) Name, address, email, telephone number, and Government agency/commercial entity name for both the contracting officer and contracting officer's representative, or equivalent. If historical points of contact are no longer available, provide alternate/current point(s) of contact. In all cases, Offerors shall verify that the point of contact information provided is accurate.

(ii) Contract number, contract type (e.g., cost reimbursement, time and materials, indefinite-delivery, indefinite-quantity (IDIQ)), and current contract value (i.e., base period and all option periods) or final contract value if performance is concluded. For ordering type contracts (e.g., indefinite-delivery, indefinite-quantity (IDIQ), blanket purchasing agreement (BPA)), current/final contract value is defined as only the cumulative value of all task/delivery orders awarded.

(iii) Period of performance (i.e., contract effective date and end date of last option period), and place(s) of performance.

(iv) Method of acquisition (i.e., competitive or non-competitive)

(2) Description of contract work performed that demonstrates alignment with the contract work being proposed for this effort. It is not sufficient to state the reference contract is comparable in size, content, and/or complexity. Rather, the description shall be sufficiently detailed to allow for effective evaluation and substantiation.

(3) Description of any performance problems encountered and associated corrective actions, completion delays, and any major deviations or waivers to technical requirements that were granted by the customer.

Section II

The information requested in the following paragraphs shall be provided separately within this page-limited volume.

- (1) Offerors shall provide a table, demonstrating how work performed under each referenced contract aligns with the applicable sections of the SOW for this acquisition. The table shall indicate the capacity in which the referenced contract was performed (i.e., “P” if performed as a prime contractor, “S” if performed as a subcontractor) and the number of WYE personnel associated with the effort.

Sample SOW Past Performance Summary Table

Contract Number	SOW Sec. 4.1.1	SOW Sec. 4.2.1	SOW Sec. 5.0	SOW Sec. 5.2	SOW Sec. 5.3	SOW Sec. 5.5	SOW Sec. 6.0	SOW Sec. 7.0
F41608-98-D-0012	P (5 WYE)			P (28 WYE)	P (5 WYE)			
NNM17AB08C		P (25 WYE)		P (12 WYE)	P (2 WYE)			P (2 WYE)
S-08536		S (5 WYE)	S (3 WYE)	S (5 WYE)				
M-12345	S (8 WYE)		S (7 WYE)		S (2 WYE)	S (3 WYE)		
9800-00-AB09	S (4 WYE)		S (4 WYE)	S (5 WYE)			S (5 WYE)	

- (2) Offerors shall also provide a SOW assignment table allocating effort assigned by percentage for each applicable SOW area using the sample format provided below. For IDIQ scope, if applicable, populate the table based upon the estimated assignment of work.

Sample SOW Assignment Table

Prime/ Subcontractor	SOW Sec. 4.1.1	SOW Sec. 4.2.1	SOW Sec. 5.0	SOW Sec. 5.2	SOW Sec. 5.3	SOW Sec. 5.5	SOW Sec. 6.0	SOW Sec. 7.0
Acme, Inc.	100%		50%		50%	25%		
ABC Company		40%		50%	25%			
N Trench, LLC		30%	50%		25%	25%		
EZ as Pi		30%		50%			100%	100%
TOTAL	100%	100%	100%	100%	100%	100%	100%	

- (3) When a referenced contract was awarded to or performed by a legal entity different from the Offeror (or any proposed subcontractor), Offerors shall thoroughly explain, in a manner that supports use of the referenced contract for the proposed effort (e.g., shared workforce, management, facilities, or other resources), the relationship between the other legal entity and the Offeror (or any proposed subcontractor).

(4) Offerors shall identify any acquisition or merger with which the Offeror (or any proposed subcontractor) has been involved within the last five years. In addition, Offerors shall identify any proposed acquisition or proposed merger with which the Offeror (or any proposed subcontractor) is involved.

(5) Offerors, and any proposed subcontractors, shall provide for the past five years:

- (i) a listing of all contracts terminated for default, and
- (ii) a listing of all contracts whose scope was reduced because of performance or cost problems.

For contracts listed above, include the contract number and the name, address, and telephone number of the cognizant contracting officer.

(6) A *Past Performance Questionnaire* is attached to this solicitation. Instructions for completing the questionnaires are contained on the questionnaire. Offerors (including subcontractors when applicable) shall, for each referenced contract/subcontract, complete the fill-in sections of the questionnaire and forward to the applicable contracting officer and contracting officer's representative, or equivalent, identified in Section I (1)(i) above for final completion for each referenced contract.

Note: The submitted questionnaires are excluded from the page limitation established for this volume.

(End of provision)

**PAST PERFORMANCE
INTERVIEW/QUESTIONNAIRE**

Mars Ascent Vehicle (MAV)
Reaction Control System
(RCS) Thruster

**ATTACHMENT L-1
PAST PERFORMANCE INTERVIEW/QUESTIONNAIRE**

This evaluation should be completed by the contracting officer (CO) and contracting officer's representative (COR), task monitor (TM), or other person(s) tasked with monitoring the contractor's compliance with the requirements of the contract.

In compliance with the direction in the FAR, the information contained in this evaluation is not subject to view by anyone other than the designated source selection evaluation personnel.

INSTRUCTIONS, DEFINITIONS, AND RATING GUIDELINES

Instructions

This evaluation is to be completed as indicated below. For purposes of this evaluation, the term "project" is intended to mean "contract." This package consists of the following:

Section	Description	Who completes
Section I	Basic contract information	Contractor being evaluated
Section II	Government /Industry customer evaluator identifying information	Government /Industry customer evaluator
Section III	Contractor Performance Report	Government/Industry customer evaluator

For each contract selected, two separate assessments are requested; an assessment by the appropriate CO and one by the cognizant COR or other designee.

In addition, the Offeror is responsible for completing Section I of this questionnaire before forwarding to the appropriate CO/COR for the evaluations requested. The Offeror shall request the CO/COR to complete the remainder of the questionnaire and email directly to Cynthia Hubbard at cynthia.a.hubbard@nasa.gov.

Any questions you might have concerning completion of this form should be addressed to Cynthia Hubbard at cynthia.a.hubbard@nasa.gov.

**CONTRACTOR PERFORMANCE REPORT
Section I**

To be completed by Offeror requesting evaluation

<p>1. Contractor Name and Address:</p> <p>2. Name of Offeror submitting proposal on this effort:</p>	<p>3. This past performance questionnaire is relevant to the following SOW work areas (select all that apply):</p> <p>_____ Enter SOW Element</p> <p>_____ Enter SOW Element</p> <p>_____ Enter SOW Element</p> <p>_____ Enter SOW Element</p>
<p>4. Contractor DUNS Number:</p>	<p>5. Contractor CAGE Code:</p>
<p>6. During the contract performance being evaluated, this firm was a:</p> <p>_____ Prime or Team Lead _____ Team Member _____ Subcontractor _____ Other (explain)</p> <p>If the firm performed work under this contract as a team member or subcontractor, information about the subcontract, in addition to the prime information, shall be provided in the following blocks:</p>	
<p>7a. Prime Contract Number:</p> <p>7b. If the prime contract number is a BPA or IDIQ, list the task order(s) the team member or subcontracted effort was performed under:</p>	<p>7c. Prime Contract Period of Performance:</p> <p>7d. Team Member or Subcontract Period of Performance:</p>
<p>8a. Prime Contract Type:</p> <p>8b. Team Member or Subcontract contract type:</p>	<p>8c. Contract Value (with options):\$</p> <p>Period: (e.g., 01/01/2015 to 12/21/2015))</p> <p>Value:\$</p> <p>Period:</p> <p>Value:\$</p> <p>Period:</p> <p>Value:\$</p> <p>Period:</p> <p>Value:\$</p> <p>Period:</p> <p>Value:\$</p> <p>8d. Team Member or Subcontract contract value:</p> <p>Period: (e.g., 01/01/2015 to 12/21/2015))</p> <p>Value:\$</p> <p>Period:</p>

	Value:\$ Period: Value:\$ Period: Value:\$ Period: Value:\$
9. Contract name and description of contract or subcontract requirements.	

CONTRACTOR PERFORMANCE REPORT**Section II****To be completed by Government and/or Industry customer performing the evaluation**

1. Evaluator's Name:	
2. Evaluator's Title:	
3. Evaluator's Email Address:	
4. Evaluator's Phone Number:	
5. Evaluator's Role in Program/Contract:	
6. Evaluator's Length of Involvement in this Contract:	
7. Date:	

CONTRACTOR PERFORMANCE REPORT

Section III

To be completed by Government and/or Industry customer performing the evaluation

Definitions and Rating Guidelines

The Factors/Ratings tables on the next page summarize contractor performance in each of the following rating areas. Each criterion should be assigned a rating, from highest to lowest, of Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory. If a particular criterion is not applicable, it should be rated in the far right column as N/A. Comments are requested for marginal or unsatisfactory ratings; however, the evaluator is encouraged to provide comments on any rating to further support a particular rating.

The following definitions and instructions should be used as guidance to aid in evaluating the criteria in the Factors/Ratings tables. Please read the definitions and instructions before rating any criteria to be sure that each criterion is graded in the context of the definitions. Also, please ensure that this assessment is consistent with any other assessments that have been done for the same contractor for the same work, such as for payment of fee purposes, exercise of options, and other past performance requests.

Technical Performance	Cost Control	Timeliness of Performance	Management Effectiveness	Contract Management
<ul style="list-style-type: none"> - Compliance with contract technical requirements - Appropriateness of personnel - Technical/product excellence - Implementation of technical direction - Effectiveness of contractor recommended solutions 	<ul style="list-style-type: none"> - Performance within budget (over/under target costs) - Current, accurate, and complete cost reporting and billings - Implementation of cost control efficiencies 	<ul style="list-style-type: none"> - Accomplishment of interim schedule milestones - Compliance with contract performance/delivery schedules - Compliance with contract data delivery schedules - Effectiveness of urgent/quick turnaround capability 	<ul style="list-style-type: none"> - Reliability and cooperation - Pro-activeness - Professionalism - Innovativeness - Prompt notification of problems - Accuracy and thoroughness of reports - Effectiveness of personnel management practices 	<ul style="list-style-type: none"> - Effectiveness of contract and subcontract management - Proposal and cost estimation accuracy - Responsiveness - Accuracy of documentation deliverables

The five headings above relate to the actual ratings defined on the following pages.

CONTRACTOR PERFORMANCE REPORT

Section III (Cont'd)

Technical Performance	Cost Control	Timeliness of Performance	Management Effectiveness	Contract Management
<i>Exceptional</i>				
Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.				
<i>Very Good</i>				
Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.				
<i>Satisfactory</i>				
Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.				
<i>Marginal</i>				
Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.				
<i>Unsatisfactory</i>				
Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.				

PAST PERFORMANCE INTERVIEW/QUESTIONNAIRE FORM

CONTRACTOR PERFORMANCE REPORT

Section III (Cont'd)

Item	Factors/Ratings		Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable
Technical Performance (Please complete if you are/were an end user of the Contractor's product or service or involved in quality assurance evaluation)								
1	How would you rate the overall skill level & technical competence of Contractor personnel?							
2	How would you rate the Contractor's ability to identify and mitigate technical and programmatic risks?							
3	How would you rate the Contractor's initiative in identifying and resolving problems?							
4	How would you rate the Contractor's compliance with technical requirements and performance standards?							
5	How would you rate the Contractor's performance in addressing problems and mitigating reoccurrence of the problem?							
6	How would you rate the Contractor's accuracy and quality of products?							
7	How would you rate the Contractor's responsiveness to customers?							
8	How would you rate the Contractor's ability to meet or accelerate delivery schedules and cost goals for operations preparation and execution?							
9	How would you rate the Contractor's overall quality of the service provided?							
10	How would you rate the Contractor's employees in development of innovative approaches to produce high quality products on schedule and within estimated contract cost?							
Item	Factors/Ratings		Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable
Cost Control (Please complete if you are/were an end user of the Contractor's product or service or involved in cost analysis or resources management)								
11	How would you rate the Contractor's ability to accurately estimate and control contract cost (if the contract experienced an overrun, please amplify on the following page)?							
12	How would you rate the Contractor's ability to apply cost efficient practices?							
13	How would you rate the timeliness, accuracy, and completeness of the Contractor's cost reports and documentation?							

14	How would you rate the Contractor's Cost information management tools?									
15	How would you rate the Contractor's ability to respond to customer cost/billing information requests?									
<i>Timeliness of Performance</i> (Please complete if you are/were an end user of the Contractor's product or service)										
16	How would you rate the Contractor's completion of major tasks or key project milestones on schedule?									
17	How would you rate the Contractor's delivery of end items and/or services per the schedule?									
18	How would you rate timeliness, accuracy, and completeness of the Contractor's technical and management reports and documentation submissions?									
19	How would you rate the Contractor's ability to meet suspense dates and milestones?									
<i>Management Effectiveness</i> (Please complete if you are/were an end user of the Contractor's product or service)										
20	How would you rate the Contractor's cooperation and responsiveness to negotiating changes, adjusting to program priorities and supporting Government-led program management exercises?									
21	How would you rate the quality of the management support assigned?									
22	How would you rate the Contractor's ability to effectively coordinate, integrate & manage subcontractors?									
23	How would you rate the quality of the Contractor's assigned personnel?									
24	How would you rate the Contractor's management team's innovation and proactive approach to problem identification and resolution?									
25	How would you rate the Contractor efficiency in interfacing and communicating with the Government's staff?									
26	How would you rate the Contractor's ability to recruit and retain qualified personnel?									
27	How would you rate the Contractor's ability to provide seamless transition between outgoing and incoming employees?									
28	How would you rate the Contractor's responsiveness to changes in technical direction?									
29	How would you rate the Contractor's management effectiveness in dealing with emergency situations?									
30	How would you rate the Contractor's overall safety record?									
31	How would you rate the Contractor's demonstration of a strong commitment to integrity and business ethics?									
32	How would you rate the Contractor's reasonableness, cooperation, and commitment to customer satisfaction?									

33	How would you rate the quality of the Contractor’s property management information such as audits, standards, and best practices?								
Contract Management (Please complete if you were the contract specialist/officer/administrator)									
34	How would you rate the overall quality of Contractor contract management?								
35	How would you rate the Contractor’s accuracy of cost/pricing proposals in relation to ultimate costs?								
36	How would you rate the Contractor’s cooperation in negotiating (both initial award and subsequent modifications)?								
37	How would you rate the Contractor’s responsiveness to the Contracting Officer?								
38	How would you rate the Contractor’s ability to deal with contract changes?								
39	How would you rate the Contractor’s ability to address performance problems?								
40	How would you rate the accuracy and completeness of the Contractor’s reports and documentation?								
41	How would you rate the Contractor’s purchasing and subcontract management practices?								
42	How would you rate the Contractor in keeping abreast of changes in Government regulations (i.e., Federal regulations, local regulations, etc.)?								
Item			Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	
FACTORS/RATINGS									
Overall Ratings (Please complete if you were the contract specialist/officer/administrator)									
43	How would you rate the Contractor’s <u>overall technical performance</u> on this contract?								
44	How would you rate the Contractor’s <u>overall cost control</u> on this contract?								
45	How would you rate the Contractor’s <u>overall timeliness of performance</u> on this contract?								
46	How would you rate the Contractor’s <u>overall management effectiveness</u> on this contract?								

47	How would you rate the Contractor's <i>overall contract management</i> on this contract?							
48	Would you use this Contractor again? (If "No", please comment in the Narrative Summary)	Yes				No		

PAST PERFORMANCE INTERVIEW/QUESTIONNAIRE FORM**CONTRACTOR PERFORMANCE REPORT***Section III (Cont'd)***NARRATIVE SUMMARY (Use this section to explain additional information not included above)**

Item	<i>Comments</i>

PAST PERFORMANCE INTERVIEW/QUESTIONNAIRE FORM

PAST PERFORMANCE FORM LETTER EXAMPLE

(This form letter is provided with the RFP for Offerors to use in transmitting the Past Performance Questionnaire to customers)

Enter Acquisition Name
Enter Solicitation Number

CLIENT AUTHORIZATION LETTER: FORMAT

Enter Date
Enter Name and Address of Proposed Offeror's Customer
Attention: Enter Name and Designation of Customer's Contract Manager or Other Contact

Dear Enter Name:

We are currently responding to the NASA, Marshall Space Flight Center, Request for Proposal (RFP) entitled Enter acquisition name and a technical description of the requirements.

NASA is requesting that clients of entities responding to their solicitation be identified and their participation in the evaluation process requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. Your cooperation with this effort is greatly appreciated. Please direct any questions to Enter Name and Phone Number of Offeror's Point of Contact.

We have included our work for your agency as a past performance reference. A Past Performance Questionnaire is enclosed. Please complete Sections II and III of the enclosed evaluation and return the signed, completed document (i.e., Sections I, II, and III) to: cynthia.a.hubbard@nasa.gov

Please forward the completed evaluation to NASA at the above address to ensure it is received no later than Enter the solicitation's due date for receipt of proposals. In order to maintain the integrity of this process, please DO NOT return the questionnaire to us. Return it to NASA/MSFC at the address listed above.

Sincerely,

Enter Name

VOLUME IV - CONTRACT INSTRUCTIONS (DEC 01 2020)

(a) This shall be a separate volume.

(b) Offerors shall provide the contract volume in the sections described below utilizing the same Microsoft Office format provided in the solicitation. This volume is strictly limited to contract information and should generally maintain the font type, size, and spacing used in the solicitation, but may be adjusted to improve the formatting of Offeror fill-ins. Headers and footers shall not contain any information other than the solicitation number and page number, as provided for in the solicitation.

(c) SECTION I

(1) A transmittal letter prepared on the Offeror's letterhead. The letter shall be prepared in accordance with FAR 52.215-1(c)(2) and identify all enclosures being transmitted. In addition, for both the Offeror and any/all subcontractors, provide the following information:

- (i) Name (if "Doing Business As," include primary name)
- (ii) Address
- (iii) Commercial and Government Entity (CAGE) code
- (iv) Data Universal Numbering System (DUNS) number
- (v) Socio-economic status
- (vi) Estimated/actual subcontract value and socio-economic status for each proposed subcontractor at any level (i.e., 1st-tier, 2nd-tier, etc.) (see 13 CFR §125.6(a)(1))
- (vii) Microsoft Word version utilized to prepare the proposal

(2) Authorized Standard Form(s) - As specified in the table below, with all Offeror fill-ins completed, and signed by an authorized representative of the company.

(3) All contract sections and attachments with all Offeror fill-ins complete as specified in the table below. The volume shall be submitted in its entirety, to include all Section A through J pages and attachments provided in the solicitation as well as Section K, Representations, Certifications, and Other Statements of Offerors.

Offeror Fill-ins

Section/Attachment	Clause/Attachment	Fill-in Required (if applicable)
SF33*		
B	1852.216-74	Estimated Cost and Fee Values
B	MSFC 52.216-92	CPFF CLIN Values and Total Value
K	52.204-8	Paragraphs (b) and (d)
K	52.209-7	Paragraph (b)
K	52.209-12	Paragraph (b)
K	52.209-13	Paragraph (b)

*Note: Offers submitted in response to this solicitation shall remain in effect not less than 365 days after the date specified for receipt by the Government. However, in accordance with FAR 52.215-1, a different (longer) validity period may be proposed.

(d) SECTION II

(1) Offerors shall provide the following plan(s) in accordance with the associated Data Requirements Description (DRD) that are required by separate provision within Section L.

Plans	
Plan	Associated DRD (if applicable)
Quality Plan	1753QE-001
Organizational Conflict of Interest (OCI) Plan	1753MA-001
Small Business Subcontracting Plan	Model Contract

(2) Responsibility information - Provide information specifically addressing each element under FAR 9.104-1 to demonstrate responsibility.

(3) Mentor-Protégé Agreement - If the Offeror will be performing any part of this effort pursuant to an SBA approved mentor-protégé agreement, the Offeror shall provide a copy of this agreement.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

BASIS FOR AWARD – GENERAL (APR 23 2019)

(a) This competitive acquisition will be conducted in accordance with FAR Part 15 and NASA FAR Supplement (NFS) Part 1815. Evaluation of offers will be conducted in accordance with NFS Subpart 1815.370, *NASA source evaluation boards*. A best value tradeoff process will be performed between the factors of Mission Suitability, Cost, and Past Performance. In accordance with FAR Subpart 15.304(e), the relative importance of these factors is: Mission Suitability, Cost or Price, and Past Performance are considered essentially equal to each other. Mission Suitability and Past Performance, when combined, are significantly more important than Cost or Price.

(b) Any clarifications conducted to resolve minor or clerical errors, address the relevance of past performance information, or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond will not constitute discussions in accordance with FAR Subpart 15.306(a)(2).

(c) Eligibility for award will be contingent upon the contracting officer's affirmative determination of responsibility in accordance with FAR Subpart 9.104.

(End of provision)

FACTOR I - MISSION SUITABILITY VOLUME EVALUATION

(a) In accordance with FAR Subpart 15.3 and NFS Subpart 1815.3, the Government will evaluate the Offeror's demonstrated understanding of the Mission Suitability subfactor requirements and approach for accomplishing those requirements, the appropriateness of the Offeror's proposed resources, and associated programmatic risk. A lack of resource realism may adversely affect the Offeror's Mission Suitability score and result in cost realism adjustments under the Cost factor. The Government will validate the consistency between all proposal volumes and any inconsistencies identified may indicate a lack of understanding and adversely impact the Offeror's adjectival rating(s) and score. Only that information provided within the proposal will be evaluated; any reference to previously submitted information, if any, will be considered only to the extent the information is resubmitted as part of the proposal. Information incorporated by reference will not be considered or evaluated.

(b) In accordance with NFS 1815.304-70(b)(1), subfactors will be numerically weighted and scored in accordance with the 1,000-point scale provided below.

Subfactor	Points
A) Technical Approach to the SOW and DPD Requirements	700
B) Management/Schedule Approach to the SOW and DPD Requirements	300
TOTAL	1,000

(c) In accordance with FAR 15.001, weaknesses, significant weaknesses, and deficiencies will be assessed based on the following definitions:

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 increases the risk of unsuccessful contract performance to an unacceptable level.

Additionally, strengths and significant strengths will be assessed based on the following definitions:

Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.

Significant strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.

(d) The Government will assign adjectival ratings and numerical scores for each subfactor using the adjectival ratings, definitions, and percentile ranges set forth at NFS 1815.305(a)(3)(A).

(e) The Government will establish a total Mission Suitability factor numerical score by adding all of the subfactor points assessed. A summary adjectival rating will not be assigned for this factor.

(End of text)

FACTOR II – COST EVALUATION (FEB 22 2021)

(a) Definitions: Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost.”

(b) Consistency between the Mission Suitability factor and the Cost factor volumes will be considered in determining if the Offeror’s proposed costs are reasonable and realistic. Additionally, failure by an Offeror to provide all required cost information listed under "Cost Subfactors" "General Information" could adversely impact the Offeror’s Mission Suitability score or result in a determination that the proposal is unacceptable (see NFS 1815.305-70(a)(3)).

(c) Offeror's Cost and Fee

(1) The Offeror’s proposed cost will be assessed to determine reasonableness and realism in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(A) and (B). This factor, although not numerically scored, is relevant in determining the Offeror’s understanding of the requirements of the solicitation and its resource requirements. Upward or downward adjustments may be made to the proposed cost as a result of the assessment of cost realism. This can include adjustments to all proposed direct and indirect costs. The Government assessment of the “probable cost of doing business” with each Offeror, of the possible cost growth during the course of the contract, and of features that could cause a given proposal to cost more or less than proposed will be included in this evaluation. The probable cost will consider the unique aspects of the Offeror’s approach (e.g., technical, management).

(2) The proposed fee will not be adjusted but will be included in the probable cost in the amount proposed for the contract period of performance, including all options.

(d) Cost information provided in this volume will constitute the Offeror's proposal submission for cost comparison purposes. If inconsistencies are identified by the Government between this volume and Volume IV - Contract, the contract will be revised prior to execution by the contracting officer to reflect the values specified in the Cost volume.

(End of provision)

FACTOR III PAST PERFORMANCE VOLUME EVALUATION (AUG 18 2020)

(a) In accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2), the Offeror’s past performance, including relevant federal, state, and local government and private contracts, and the past performance of any proposed subcontractors and individual joint venture partners, if applicable, will be evaluated. This evaluation will be based on the information provided by the Offeror in their Past Performance volume. However, the Government will also consider the Contractor Performance Assessment Reporting System (CPARS) database records, completed past performance questionnaires, and any other relevant information obtained independently by

the Government. Any Offeror rebuttals, if applicable, regarding adverse past performance information to which the Offeror has not previously had an opportunity to respond will also be made part of the evaluation record and included in the evaluation. Information provided to, or obtained by the Government, will be utilized to assess the relevant aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity in correlation to the requirements of this acquisition.

(b) In determining the overall relevancy of individual referenced contracts, each referenced contract will be evaluated in the order of size, content, and complexity. If a referenced contract is determined to be not relevant in either size, content, and complexity, it will be determined not relevant overall and will not be further evaluated. NASA reserves the right to evaluate past performance referenced contracts for subcontractors other than major subcontractors that have the potential to significantly impact performance of the proposed contract.

(c) Findings may be assessed in accordance with the definitions provided in the Agency provision entitled "Factor I- Mission Suitability Volume Evaluation," paragraph (c)."

(d) This factor will not be numerically scored; however, Offerors will be assigned a confidence rating as follows:

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(ii) and (iv)).

- (e) Past performance information identified above, along with the overall confidence level assigned to each Offeror, will be reported to the source selection authority.

(End of provision)