SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

80KSC019R0002

7. FOR SOLICITATION INFORMATION CALL:

Scott Syring

8. OFFER DUE DATE/LOCAL TIME

321-867-5024

9. ISSUED BY

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE 0P
KENNEDY SPACE CENTER FL 32899

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:

□ SMALL BUSINESS
□ HUBZONE SMALL BUSINESS
□ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
□ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
□ 8 (A)
□ NAICS:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

□ SEE SCHEDULE

12. DISCOUNT TERMS

N/A

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

□ N/A

13b. RATING

14. METHOD OF SOLICITATION

□ RFQ
□ IFB
□ RFP

15. DELIVER TO

See Block 9

16. ADMINISTERED BY

See Block 9

17a. CONTRACTOR/OFEROR

18a. PAYMENT WILL BE MADE BY

NASA Shared Services Center (NSSC)
FMD Accounts Payable, Bldg.
1111 Jerry Hlass Road
Stennis Space Center, MS 39529

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

□

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

□

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

Gateway Logistics Services (see section 1)

(Use Reverse and/or Attach Additional Sheets as Necessary)

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

□ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

□ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

□ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

□ 29. AWARD OF CONTRACT: REF. ________________OFFER DATED ________________, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN, IS ACCEPTED AS TO ITEMS:

□ 30a. SIGNATURE OF OFFEROR/CONTRACTOR

□ 30b. NAME AND TITLE OF SIGNER (Type or print)

□ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

□ 31b. NAME OF CONTRACTING OFFICER (Type or print)

□ 31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

NASA/John F. Kennedy Space Center Office of Procurement
MAIL CODE 0P
KENNEDY SPACE CENTER FL 32899

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

□ N/A

13b. RATING

14. METHOD OF SOLICITATION

□ RFQ
□ IFB
□ RFP

15. DELIVER TO

See Block 9

16. ADMINISTERED BY

See Block 9

17a. CONTRACTOR/OFEROR

18a. PAYMENT WILL BE MADE BY

NASA Shared Services Center (NSSC)
FMD Accounts Payable, Bldg.
1111 Jerry Hlass Road
Stennis Space Center, MS 39529

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

□

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

□

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

Gateway Logistics Services (see section 1)

(Use Reverse and/or Attach Additional Sheets as Necessary)

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

□ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED

□ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED

□ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

□ 29. AWARD OF CONTRACT: REF. ________________OFFER DATED ________________, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN, IS ACCEPTED AS TO ITEMS:

□ 30a. SIGNATURE OF OFFEROR/CONTRACTOR

□ 30b. NAME AND TITLE OF SIGNER (Type or print)

□ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

□ 31b. NAME OF CONTRACTING OFFICER (Type or print)

□ 31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212
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SECTION 1 – CONTINUATION OF SF 1449

1.1 Schedule of Services

The Contractor shall provide all services, facilities, and resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the Contract Line Item Numbers (CLINs) below in accordance with the Statement of Work (SOW), Exhibits, and Documents attached hereto.

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Description of Supplies and Service</th>
<th>Max Qty</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Total Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gateway Logistics Services Missions</td>
<td>TBD</td>
<td>Lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>101</td>
<td>Initial GLS Mission</td>
<td>1</td>
<td>Each</td>
<td>See Table 1-2</td>
<td>See Table 1-2</td>
</tr>
<tr>
<td>102</td>
<td>Standard GLS Missions</td>
<td>TBD</td>
<td>Each</td>
<td>See Table 1-3</td>
<td>See Table 1-3</td>
</tr>
<tr>
<td>103</td>
<td>Mission Unique Capabilities</td>
<td>TBD</td>
<td>Each</td>
<td>See Table 1-4</td>
<td>See Table 1-4</td>
</tr>
<tr>
<td>2</td>
<td>Specialized Delivery Missions</td>
<td>TBD</td>
<td>Each</td>
<td>See Table 1-5</td>
<td>See Table 1-5</td>
</tr>
<tr>
<td>3</td>
<td>Special Tasks and Studies</td>
<td>TBD</td>
<td>Each</td>
<td>See Table 1-5</td>
<td>See Table 1-5</td>
</tr>
</tbody>
</table>

Table 1-1: Contract Line Item Numbers (CLINs)

1.2 Gateway Logistics Services (GLS) Missions (CLIN 1)

A single mission price will be established under a Gateway Logistics Task Order (GLTO) based on the proposed price for services required under subCLINs 101-103.

1.2.1 Initial GLS Mission (SubCLIN 101)

Initial certification of GLS requirements to include delivery of a logistics vehicle via Commercial Launch Vehicle (CLV) to Gateway, one-year docked operations, and autonomous disposal. CLV shall have one successful flight of a common launch vehicle configuration before the Initial GLS mission. NASA may elect to delay Authority to Proceed (ATP) to a later date. If ATP is delayed to a later order year, then the task order price shall be adjusted to the order year price effective when ATP is issued.

<table>
<thead>
<tr>
<th>SubCLIN 101</th>
<th>FIXED-PRICE IN CALENDAR YEAR ORDERED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
</tr>
<tr>
<td>Initial GLS Mission</td>
<td>TBP</td>
</tr>
</tbody>
</table>

Table 1-2: Initial GLS Mission Pricing
1.2.2 Standard GLS Missions (SubCLIN 102)

Standard logistic service requirements needed after the Initial GLS mission to include delivery of a logistics vehicle via CLV to Gateway, one-year docked operations, and autonomous disposal. CLV shall have one successful flight of a common launch vehicle configuration before each Standard GLS Missions. NASA may elect to delay ATP to a later date. If ATP is delayed to a later order year, then the task order price shall be adjusted to the order year price effective when ATP is issued.

<table>
<thead>
<tr>
<th>SubCLIN 102</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard GLS Missions</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
</tbody>
</table>

Note: When a mission includes common GLS configuration changes, additional events from the Initial GLS Mission Work Plan will be required at no additional cost to the Standard GLS Missions price.

Table 1-3: Standard GLS Missions Pricing

The Government shall have the right to order Standard GLS Missions at the prices identified above based on the year ordered. The Contractor may propose more favorable prices or discount terms in response to specific requests for launch service proposals competed in accordance with clause 2.2.15, *Gateway Logistics Task Ordering Procedures*.

1.2.3 Mission Unique Capabilities (SubCLIN 103)

Requirements over and above logistic service requirements obtained under subCLINs 101 and 102. List is not all inclusive of capabilities that may be needed over the life of the contract. The Government shall have the right to order Mission Unique Capabilities to complement the requirements of a GLS Mission at the time the mission is ordered or thereafter without further competition.

<table>
<thead>
<tr>
<th>SubCLIN 103</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional 6-month docked operations</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
<tr>
<td>Fast Transit to Gateway (if capability not in baseline service)</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
<tr>
<td>EVA Translation Path/Anchor Points</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extended visit (beyond 3-years)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Late cargo load</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gateway refueling</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional payload power</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undock, maneuver, and re-dock</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-term habitation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-manifested SLS Launch</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous capabilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 1-4: Mission Unique Capabilities Pricing
1.3 Specialized Delivery Missions (CLIN 2)

Specialized logistic services for delivering other Gateway elements. CLV shall have three successful flights of a common launch vehicle configuration before each Specialized Delivery Mission. Pricing for these missions will be obtained in accordance with clause 2.2.15, Gateway Logistics Task Ordering Procedures.

(NOTE: Pricing for Robotic Arm integration and delivery to Gateway will be obtained after award of the basic contract. This requirement may be included as a Mission Unique Capability under a CLIN 1 GLS Mission or competed as a standalone mission under CLIN 2.)

1.4 Special Tasks and Studies (CLIN 3)

Firm Fixed-Price Labor Rate (Composite Skill Mix and Burden). The three categories of fully burdened labor rates (to include profit) allow for a different mix of technical and administrative support to complete task orders under this subCLIN. Rates will be applied to hours negotiated for requirements as defined at the task order.

<table>
<thead>
<tr>
<th>COMPOSITE LABOR CATEGORY (% TECHNICAL / % ADMINISTRATIVE)</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - (90/10)</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
<tr>
<td>2 - (50/50)</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
<tr>
<td>3 - (10/90)</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
<td>TBP</td>
</tr>
</tbody>
</table>

Table 1-5: Special Tasks and Studies Labor Rates

1.5 Indefinite Delivery Indefinite Quantity (IDIQ), Fixed-Price Contract

The Government shall have the right to order services at the prices identified in the tables above, if listed, or based on the price obtained via negotiation or proposed in response to specific requests for GLS requirements competed in accordance with clause 2.2.15, Gateway Logistics Task Ordering Procedures. Nothing in this clause precludes the Contractor from proposing more favorable prices or discount terms in response to specific requests for GLS task order proposals.

1.6 Guaranteed Minimum

The guaranteed minimum value for any awarded contract is two missions. The minimum guarantee may be met at the Government’s discretion via a combination of orders. Each task order with a required delivery to Gateway constitutes one mission and will count towards the minimum guarantee; however, the minimum guarantee may also be met via a single order if it is for two separate missions with a minimum of two separate deliveries to the Gateway.
When award is made off the initial solicitation, each offeror may be awarded missions to meet their minimum guarantee without further competition since fair opportunity has already been given for the initial missions. In the event a provider is brought on via an on-ramp competition under clause 2.2.21, On-Ramp, they may be awarded their minimum guarantee through either the fair opportunity process as described in clause 2.2.15, Gateway Logistics Task Ordering Procedures, or under the fair opportunity exception at FAR 16.505(b)(2)(i)(D).

1.7 Total Award Amount

The total maximum value of each contract is $7 billion. The total amount of all task orders under all contracts awarded shall not exceed $7 billion.

1.8 GLS IDIQ Capabilities and Price Updates

Successful Offerors who receive GLS contract awards may propose additional capabilities and prices via the clause 2.2.21, On-Ramp. Contract holders will not be entitled to unilaterally adjust prices upward or change/delete services already on the contract. The initial contract award contains fixed-pricing through a specified date; in order to be eligible for orders beyond this date contract holders will be required to propose updated pricing when requested by the Contracting Officer.
SECTION 2 – FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018)

2.1 TAILORED PARAGRAPHS IN 52.212-4

Paragraph (a), Inspection/Acceptance, is tailored to incorporate FAR 52.246-4, Inspection of Services-Fixed-Price (Aug 1996)

Paragraph (c), Changes, is tailored to incorporate by reference FAR 52.243-1, Changes-Fixed-Price (Aug 1987), Alternate I (Apr 1984).

Paragraph (g), Invoice, is tailored to add the following:

SUBMISSION OF INVOICES FOR PAYMENT
(1) The Contractor shall submit all 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.

(2) Improper invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in an invoices 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 (a) of this section.

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

Paragraph (f), Excusable delays, is tailored to include the Excusable Delays definition in clause 2.2.19, Adjustments to Mission Schedule.

Paragraph (l), Termination for the Government’s convenience, is tailored to add the following:

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience subject to the terms of this contract specified in clause 2.2.13, Advance Understanding Regarding Termination Settlement under FAR 52.212-4(l).

2.2 CLAUSE INCORPORATE VIA ADDENDUM TO 52.212-4

2.2.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:
   FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
   FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
PERSONNEL (JAN 2011)
FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010) ALTERNATE IV (OCT 2010)
(b) Provide data described below: Defined at time of modification
FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)
FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
FAR 52.233-1 DISPUTES (MAY 2014)
FAR 52.242-13 BANKRUPTCY (JUL 1995)
FAR 52.243-1 CHANGES – FIXED – PRICE (AUG 1987) – ALTERNATE I (APR 1984)
FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) – ALTERNATE I (APR 2012)
FAR 52.245-9 USE AND CHARGES (APR 2012)
FAR 52.246-4 INSPECTION OF SERVICES – FIXED-PRICE (AUG. 1996)
FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:
NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES JAN 2011)
NFS 1852.215-84 OMBUDSMAN (NOV 2011) – ALTERNATE I (JUN 2000)
NFS 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)
NFS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)
NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) ALTERNATE I (FEB 2006)
NFS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012)
NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)
NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)
NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)
NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)
NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)
2.2.2 52.216-18 -- ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for a period of twelve years from date of contract award.

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

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

(End of Clause)

2.2.3 52.216-19 -- ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than one Mission or one Special Task and Study, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

1. Any order for a single item in excess of $1 billion;
2. Any order for a combination of items in excess of $2 billion; or
3. A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

2.2.4 FAR 52.216-22 -- INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the Ordering clause. The quantities of supplies and services specified in the Schedule
are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in Order Limitations clause, or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, the Contractor shall not be required to make any deliveries under this contract beyond fifteen years from date of award.

(End of clause)

2.2.5 FAR 52.246-11 -- HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Number</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAE Aerospace Quality Management System</td>
<td>AS9100</td>
<td>Rev D (or most recent revision)</td>
</tr>
</tbody>
</table>

(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 instruction, documentation control, and advanced metrology.

(End of Clause)
2.2.6  FAR 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):

FAR:  https://www.acquisition.gov


(End of clause)

2.2.7  FAR 52.252-6 -- AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of Clause)

2.2.8  NFS 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 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 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 a NASA installation, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)
2.2.9 NFS 1852.232-77 -- LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of CLINs [TBD] through [TBD], the sum of $TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in contract Section Attachment 02, Milestone Deliverables Descriptions and Requirements, until the total price of CLINs is allotted.

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

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

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government will be determined pursuant to clause 2.2.18, Milestone Payments, Events, and Completion Criteria.

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

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

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

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

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

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

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

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

(End of clause)

2.2.10 NFS 1852.245–73 -- FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.
(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address (unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission):

NASA, John F. Kennedy Space Center
Attn: OP-OS-IP
Industrial Property Officer
Kennedy Space Center, FL 32899

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

(2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors’ procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533) Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

(4) The Contracting Officer may, in NASA’s interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.
(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

2.2.11 NFS 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:

NASA/Kennedy Space Center
Attn: Transportation Officer
C/O BOSS Warehouse, Building M6-744
Kennedy Space Center, FL 32899
(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)

2.2.12 NFS 1852.245-76 -- LIST OF GOVERNMENT-FURNISHED PROPERTY PURSUANT TO FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the Contractor’s facilities and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1, Government Property, the Contractor is accountable for the identified property.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Acquisition Date</th>
<th>Acquisition Cost</th>
<th>Quantity</th>
<th>Model</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Command &amp; Data Handling Gateway Simulator/Emulator</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

(End of clause)

2.2.13 ADVANCE UNDERSTANDING REGARDING TERMINATION SETTLEMENT UNDER FAR 52.212-4(l)

(a) In the event the Government decides to exercise its right to terminate all or part of this contract under 52.212-4(l), Termination for the Government’s convenience, it is agreed in advance that the Contractor, after receipt of a written notice of termination, will have satisfied all obligations and discharged all duties required by 52.212-4(l), Termination for the Government’s convenience, when the Contractor has refunded that portion of the milestone-based payment(s) for each service affected by the termination, in accordance with the tables in clause 2.2.18, Milestone Payments, Events, and Completion Criteria.

(b) The parties agree that by virtue of the refund specified in clause 2.2.18, Milestone Payments, Events, and Completion Criteria, any and all claims for equitable adjustment as a result of the termination are fully satisfied and discharged. The parties agree that this settlement represents fair compensation for Contractor effort accomplished for the terminated portions of the contract and that the terms as stated herein represent full and final settlement between the parties. The parties agree that the Contractor shall retain title to all hardware associated with the terminated launch service. The parties agree that the above settlement shall represent the total amount to be paid to the Contractor without agreeing on or segregating the particular elements of costs or profits comprising this amount.

(c) The refund amount shall be payable in full no later than thirty (30) days after receipt of the written notice of termination. Delinquent payment(s) shall be subject to interest at the applicable rate as determined by the Secretary of the Treasury.
(d) The provisions of this Contract clause shall only apply from award until the point of intentional ignition of the launch vehicle. The provision of this Contract clause shall in no way be deemed to limit the rights of the Government under FAR 52.212-4(m), *Termination for Cause*. In the event the Government exercises its rights under FAR 52.212-4(m), *Termination for Cause*, the provisions of this contract clause will not apply.

2.2.14 **KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (JUL 2018)**

*NOTE: Only applicable when performance involves access by Contractor's employees to the Kennedy Space Center (KSC) and the Cape Canaveral Air Force Station (CCAFS).*

The Contractor shall comply with the publications listed and those checked as applicable below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The Contractor shall comply with the following publication, which can be found at https://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=1600&s=4A: NPR 1600.4A, Identity and Credential Management

The Contractor shall comply with the following publications and those publications checked as applicable below. These documents can be found at http://procurement.ksc.nasa.gov/PPD/documents:

- KNPR 8715.2, Comprehensive Emergency Management Plan (CEMP)
- KNPR 1600.1, KSC Security Procedural Requirements
- KNPR 8500.1, KSC Environmental Management Requirements
- KNPR 8715.3, KSC Safety Procedural Requirements
- KNPD 1600.3, Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property

Check if applicable:

[ ] KNPD 1810.1  KSC Occupational Medicine Program
[ ] KNPR 1860.1  KSC Ionizing Radiation Protection Program
[ ] KNPR 1860.2  KSC Nonionizing Radiation Protection Program
[ ] KNPR 1820.3  KSC Hearing Loss Prevention Program
[ ] KNPR 1820.4  KSC Respiratory Protection Program
[ ] KNPR 1840.19 KSC Industrial Hygiene Programs
[X] 45SWI40-201  45th Space Wing Instruction 40-201 Radiation Protection Program
[X] KNPR 1840.1  KSC Hazard Communication Program
[ ] KNPR 1870.1  KSC Sanitation and Public Health Program
[ ] KNPR 2570.1  KSC Radio Frequency Spectrum Management Procedural Requirements
[ ] KNPR 4000.1  Supply and Equipment System Manual
[ ] KNPR 6000.1  KSC Transportation Support System Manual
2.2.15 GATEWAY LOGISTICS TASK ORDERING PROCEDURES

(a) Requirements for Competition. NASA will provide all GLS contract holders a fair opportunity to be considered for task orders issued under this contract based upon the specific task order requirements, unless it is determined that one of the exceptions to the fair opportunity process applies as listed under FAR 16.505(b)(2).

When contract award is made off the initial solicitation, each offeror may be awarded missions to meet their minimum guarantee without further competition since fair opportunity has already been given for the initial missions. These missions may include mission specific requirements that are not pre-priced in the Mission Unique Capabilities subCLIN. These mission specific requirements will be negotiated on a case-by-case basis with the provider. In the event a provider is brought on via an on-ramp competition under clause 2.2.21, On-Ramp, they will be awarded their minimum guarantee through the fair opportunity process as described in this clause, or under the fair opportunity exception under FAR 16.505(b)(2)(i)(D), “It is necessary to place an order to satisfy a minimum guarantee”. Mission Unique Capabilities may be added to these orders to meet mission specific requirements.

(b) Types of Task Orders

(1) Gateway Logistics Task Order (GLTO). Provides for the tasks necessary to complete a logistics mission(s) via services available under CLINs 1 and 2. The contract minimum guarantee as described in clause 1.6, Guaranteed Minimum, will be met via task orders that require delivery to the Gateway.

(2) Special Tasks and Studies. Provides for the performance of special tasks and studies outside the scope of the logistics missions acquired under a GLTO. These tasks include, but are not limited to, advance planning and feasibility studies in support of future contemplated missions; development, fabrication, and test of hardware/software to support planning studies or special tests; mission or cargo unique studies; material provision; and evaluation of potential requirement changes.

(c) Request for Task Order Proposal (RTOP). The RTOP will provide instructions regarding the level of detail required in the proposal and specific information unique to the mission. The RTOP will also provide the required method of submission (e.g. electronic and/or paper copy), basis upon which selection will be made, and (for orders expected to exceed $5.5 million) the relative importance of the evaluation factors as described in FAR 15.101-1(b)(2). Prior to the issuance of an RTOP, exchanges and fact-finding may take place with the GLS contract holders.

(d) Proposal. Task Order Proposals shall contain all required information and be submitted as directed in the RTOP. Untimely proposals will be treated as a late proposal in accordance with FAR 52.212-1(f), Late submissions, revisions, and withdrawals of offerors. Proposals shall clearly state their compliance
with the contract terms, statement of work, and all specific requirements contained in the RTOP.

(1) Proposal for a GLTO:

i. CLIN 1, Gateway Logistics Services Missions: Firm fixed-pricing shall be proposed that does not exceed the prices contained in the Schedule. The proposal must show a breakdown of the price by CLIN and subCLIN along with the price for each of the Mission Unique Capabilities. The prices contained in the contract Schedule may be adjusted downward for the specific service being proposed. Any proposed reduction will be applicable to the current proposal only and will not be deemed a permanent reduction of the Schedule price(s). Any capability not already priced in the Schedule must be separately identified and individually priced as a Mission Unique Capability. Other than certified cost or pricing data may be required to support the price of any item not already priced in the Schedule.

The total service price will be a summation of all the proposed CLIN and subCLIN prices. The total firm fixed-price shall be applied to the payment schedule percentages in clause 2.2.18, **Milestone Payments, Events, and Completion Criteria**, for conversion to dollar amounts for each payment event. In addition, the Work Plan milestones shall be appropriately modified to add any mission unique events. If the proposal results in a GLTO, then the proposed Mission Solution and Work Plan shall be incorporated into the resultant order.

The proposal will also be required to provide evidence that the proposed common launch vehicle configuration will meet the requirement to have one successful flight of a common launch vehicle configuration prior to the GLS Mission. Failure to make adequate progress towards this flight may result in contract or task order termination in accordance with the 52.212-4(m), Termination for cause.

ii. CLIN 2, Specialized Delivery Missions: Firm fixed-pricing shall be proposed that includes other than certified cost or pricing data as requested in the RTOP. Each RTOP will include a payment schedule and work plan which may be modified by the Offeror as part of their proposal. If the proposal results in a GLTO, then the proposed Mission Solution and Work Plan shall be incorporated into the resultant order.

The proposal will also be required to provide evidence that the proposed common launch vehicle configuration will meet the requirement to have three successful flights of a common launch vehicle configuration before the Specialized Delivery Mission. Failure to make adequate progress towards these flights may result in contract or task order termination in accordance with the 52.212-4(m), Termination for cause.

(2) Proposal for CLIN 3, Special Tasks and Studies: The Offerors shall utilize the fully burdened labor rates shown in Table 1-5: Special Tasks and Studies Labor Rates, when developing their firm fixed-price proposal. The rates in the table may be adjusted downward by the Offeror. Any proposed reduction will be applicable to the current proposal only and will not be deemed a permanent reduction of the labor rate(s). Other than certified cost or pricing data may be required to support the price for additional items included in the proposal.

(e) Mandatory Proposal Submission. Unless otherwise agreed to by the Contracting Officer, it is
mandatory for all contract holders to respond to each RTOP, provided the requirements are within the scope of the contract and do not conflict with the ordering limitations. In the event there arises legitimate reasons for an awardee not to submit a proposal (e.g., limited capacity to perform, excessive performance capability) the Contracting Officer may waive the requirement for proposal submission if a waiver with sufficient justification is submitted.

(f) Proposal Evaluation and Selection Criteria.

(1) Gateway Logistics Task Order: A best value award decision will be made for all competitive task orders in accordance with FAR 16.505(b) using the selection process as described in the RTOP. This will include evaluation of technical capability/risk, price reasonableness, and past performance.

(2) Orders for Special Tasks and Studies: Award will be made after fairly considering all offerors in accordance with FAR 16.505(b)(1)(iii) and may include orders to more than one offeror.

(g) Award. The only person authorized to issue task orders under this contract is the Contracting Officer. Task Orders will be issued via electronic format directly to the Offeror’s point of contact. The Offeror will acknowledge receipt and acceptance of the task order by signing the task order and returning an electronic copy directly to the Contracting Officer.

(1) For awards exceeding $5.5 million, Offerors will be notified of award in accordance with FAR 15.503(b)(1) and FAR 16.505(b)(6)(i) and a post-award debriefing may be requested and provided in accordance with FAR 15.506 and FAR 16.505(b)(6)(ii).

(2) Protest may be filed as allowed under FAR 16.505(a)(10).

(h) Modifications to GLTOs. After a task order is issued, it may be necessary to add mission specific requirements that may or may not be already pre-priced in the Mission Unique Capabilities schedule. These additions will be accomplished via modifications to the original order. In this instance, the terms of the existing task order, such as price, milestone events, and Work Plan completion criteria, may be modified to reflect the change(s). The resultant change in price will be applied to the remaining payment milestone event amounts, as performance dictates.

(End of clause)

2.2.16 NASA INSIGHT AND APPROVAL

(a) The Contractor shall provide NASA an adequate level of insight into and/or approval of certain Contractor tasks and milestones in order to ensure all reasonable steps have been taken that result in the highest probability of mission success. This includes insight into any corporation, corporate divisions, subsidiaries, joint ventures, partner(s) and any other business entity actually performing launch vehicle or logistics vehicle manufacturing, management, orbital-to-launch vehicle integration, testing, and launch. This also includes insight into certain major sub-contractor tasks and milestones (i.e., those sub-contractors that perform major portions of manufacturing or integration of vehicle systems). Fulfillment of this clause could require the Contractor to execute third-party data rights agreements with its
suppliers, as well as rights to information developed under other programs, to provide adequate NASA insight on parts and services procured by the Contractor. The Contractor shall obtain signed commitments to comply with the terms of the Insight and Approval clause(s) and Statement of Work requirements from any major subcontractor, or sub-tier contractor, with an estimated value in excess of $50M or that will manufacture critical vehicle components (e.g., propulsion, avionics, flight controls, separation systems, etc.).

NASA's monitoring of logistics services provided by the private sector has two elements: approval and insight.

(b) NASA approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, tests, or success criteria in specified areas. Where NASA approval is required, the Contractor shall submit the necessary documentation to the Contracting Officer and copies to the Contracting Officer’s Representative (COR).

(c) NASA insight is defined as gaining an understanding necessary to knowledgeably concur/non-concur with the Contractor’s actions through interaction, watchful observation, documentation review, meeting attendance, reviews, tests and compliance evaluations. The Contractor shall notify the Contracting Officer, the Government Resident Office or the appropriate Government operations organization of meetings, reviews, or tests in sufficient time to permit meaningful Government participation.

(d) NASA shall have insight into any Contractor-initiated fleet or vehicle changes or any changes that may affect NASA missions. This insight shall be accommodated with no increase in contract price.

(e) The Contractor shall notify NASA of flight, qualification, or test anomalies involving similar vehicles, systems, subassemblies and components as soon as feasible. The Contractor shall make available to NASA all problem reports or discrepancy reports on vehicle systems’ failures and anomalies. This shall include insight into fleet-wide problems, anomalies, Material Review Board actions, deviations or waivers to systems, subsystems, materials, processes, and test equipment including those used on non-NASA missions.

(f) In the event of an anomaly, launch or mission failure, the Contractor shall support NASA’s Failure Review Board, if activated, or shall allow NASA to fully participate in the Contractor's failure investigation board, including those for non-NASA missions.

(g) NASA may elect to have representation as a resident office at the Contractor’s major manufacturing and engineering facilities for the life of the contract. The Contractor shall provide accommodations and services, such as badging, furniture, telephones, and use of easily accessible scanners, printers and copy machines for up to two residents at each location. A minimum of two telephone lines shall be provided. Electronic data transfer compatibility between the resident office and NASA institutions is required, as well as remote access for select NASA personnel at NASA centers to Contractor databases where electronic files are posted and revisions maintained.

(h) Should approval or insight identify non-compliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the Contractor technical directions,
NASA will take appropriate action within the terms of the contract to ensure compliance via written direction to the Contractor.

(i) Notwithstanding the insight and approvals set forth in clause 2.2.16, NASA Insight and Approval, herein, the Contractor assumes full performance responsibility as set forth in this contract, and neither NASA’s insight nor its approval under this clause shall be construed as a defense to any finding of mission success or failure or final acceptance or rejection of the logistics service.

(j) The Contractor shall provide NASA and its support services contractor(s), under suitable protective conditions, access to all Contractor data and activities associated with performance of this contract.

(k) Additional requirements related to NASA Insight and Approval are included in Attachment 1, Statement of Work, and may also be added as needed per mission in the task order.

(End of clause)

2.2.17 MISSION SUCCESS DETERMINATION, INVESTIGATION, AND CORRECTIVE ACTIONS

(a) Mission Success Determination

(1) Mission Success: A Mission Success determination will be made for the overall mission upon completion of the final milestone event. A failure to complete any event in accordance with the Accomplishment Criteria defined in the Task Order Work Plan will result in a Partial Mission Success or Failed Mission determination.

i. Partial Mission Success: A Partial Mission Success determination may be made when the cargo and payloads are delivered, but a violation of the requirements results in some degradation of cargo or ability of logistics vehicle or payload(s) to perform some required function(s).

ii. Failed Mission: A Failed Mission determination may be made in accordance with the criteria defined below unless it is adjusted at the task order level to accommodate mission specific criteria

- The cargo and/or payloads are destroyed during launch/flight
- Logistics vehicle fails to successfully deliver cargo and/or payloads to the Gateway
- Logistics vehicle fails to successfully deliver any required Gateway element
- There is a violation of the requirements which results in severe degradation of the cargo delivered or of the payload’s ability to meet minimum success parameters
- Damage to the Gateway or its contents and attached payloads resulting in loss or degradation to the overall Gateway mission

(2) The Contracting Officer will determine Mission Success in accordance with this clause.

i. The determination will be made using contractor Data Requirement Description (DRD) submissions and Gateway provided information obtained throughout the mission to include,
but not limited to, the following:

- Vehicle data showing performance of critical systems
- Available launch and visiting vehicle sensor and analytical data verifying vehicle environments
- Successful delivery of cargo
- Successful disposal of required trash/refuse
- Logistics vehicle performance metrics
- Photos at various stages documenting cargo and payload configuration
- Supplemental data that supports the Contractor’s performance

ii. The Contractor shall be responsible for providing all necessary data to confirm mission requirements were met.

(3) Application

i. A Mission Success determination will result in 100% payment at the total mission price.

ii. A Partial Mission Success determination will result in a reduction of the task order price to reflect the reduced value of services received. Throughout performance, when the contractor fails to complete a milestone event in accordance with this clause, the task order price may be reduced at that time instead of waiting for the final determination.

iii. A Failed Mission determination will result in a reduction of the task order price to the amount of the last fully successful milestone event. The reduction will be assessed in the Mission Success Determination.

iv. When a milestone event is not completed successfully, commercial interim payments may be withheld entirely or reduced unilaterally by the Contracting Officer under clause 2.2.18, *Milestone Payment, Events, and Completion Criteria*, to account for pending reductions to the task order price as described paragraph (a)(3)ii. above.

(b) Investigation and Corrective Action

(1) In the event of an anomaly or failed mission, a Contractor-chaired Failure Review Board (FRB) will be activated at its own expense to determine the cause of anomaly or failure and corrective action. The FRB will evaluate all available data from the launch vehicle, visiting vehicle, Range, and other sources in order to determine if the mission failure was attributable to the vehicle or conditions which the Contractor is expected to control or avoid. When the Federal Aviation Administration (FAA) authorizes an operator-led investigation this investigation satisfies the requirements for an FRB.

(2) The Government may designate representatives to observe and participate in the Contractor’s FRB.

(3) NASA may, at its option and its expense, conduct its own investigation of the anomaly or failure. The Contractor shall provide personnel support and data, as necessary, to support a Government investigation at contractor’s expense. In the event the NASA requires additional analyses or tests beyond those planned by the Contractor, the Contractor shall implement the Contracting
Officer’s written direction to perform the additional tests or analyses. The costs of implementing these additional tests or analyses may be the basis for an adjustment to this contract.

(4) The Contractor shall present to the Government its findings resulting from the investigation and the proposed corrective actions (return to flight activities), if any. The Contractor shall be responsible for the cost of the corrective action including Contractor’s cost for re-acceptance for NASA missions.

(5) Based on the findings and recommendations of the investigation(s) (if applicable), NASA shall make the final determination as to Partial Mission Success or Failed Mission. If the Contractor disagrees with the determination, the decision shall be subject to the Disputes clause of this contract.

(6) This clause will take precedence over paragraph (e) of FAR 52.246-4, Inspection of Services-Fixed-Price, in that NASA will not require re-performance of the service.

(End of clause)

2.2.18 MILESTONE PAYMENTS, EVENTS, AND COMPLETION CRITERIA

(a) Upon successful completion of a Gateway Logistics Task Order milestone event and submission of a properly certified invoice, the Contractor may request commercial interim payments. The commercial interim payments will be made in accordance with the Milestone Payment Schedules established in paragraph (g) below for CLIN 1, GLS Missions, and in accordance with the Milestone Payment Schedules established in the task order for CLIN 2, Specialized Missions.

(b) Commercial interim payments are contract financing payments that are not payment for accepted items and are not subject to the interest-penalty provisions of prompt payment. However, these payments will be made in accordance with the Agency's policy for prompt payment of contract financing payments. Commercial interim payments are fully recoverable, in the same manner as progress payments, in the event of default.

(c) In the event of a termination of this contract pursuant to clause 2.2.13, Advance Understanding Regarding Termination Settlement Under FAR Clause 52.212-4(l), the Government shall not be obligated in any event to pay or reimburse the Contractor any amount in excess of the amount already obligated to the contract. The Contractor shall not be obligated to continue performance of the work beyond such point and shall refund that portion of the milestone-based payment(s) for each service affected by the termination, in accordance with the tables the tables below or as established in the task order.

(d) The Contracting Officer will unilaterally determine the Contractor’s accomplishment and successful completion of each milestone event. The Contracting Officer’s determination of milestone event completion will include, but is not limited to, the accomplishment criteria listed for the major milestone events.

(e) If modifications are issued against this contract, the performance-based payments event schedule will be adjusted as necessary to reflect the actions required by those contract modifications.
(f) Accelerated Payments: A Mission Success determination will result in implementation of the Accelerated Payment Schedule structure across all future task orders; however, if a later mission results in a failure, then the payment structure will default back to the Basic Payment Schedule structure until another mission is completed that results in a Mission Success determination.

(g) Milestone Payment Schedules

<table>
<thead>
<tr>
<th>Milestone/Payment #</th>
<th>Criteria</th>
<th>Estimated Scheduled Date</th>
<th>Percentage of Total Task Order Value</th>
<th>Payment</th>
<th>Termination for Convenience of the Government Repayment Schedule – Percentage (%) of Cumulative Payments Made to Date to be Returned to Government</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ATP / Task Order Award</td>
<td>ATP + 1 Week</td>
<td>10%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td>2</td>
<td>System Requirements Review (SRR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>3</td>
<td>Preliminary Design Review (PDR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>Critical Design Review (CDR)</td>
<td>TBP</td>
<td>10%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>5</td>
<td>System Certification Review (SCR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>6</td>
<td>Vehicle Baseline Review (VBR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>7</td>
<td>Mission Integration Review (MIR)</td>
<td>TBP</td>
<td>10%</td>
<td>$TBD</td>
<td>50%</td>
</tr>
<tr>
<td>8</td>
<td>Unpressurized Cargo Integration Review (if applicable)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>25%</td>
</tr>
<tr>
<td>9</td>
<td>Pressurized Cargo Integration Review (PCIR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td>10</td>
<td>Flight Readiness Review (FRR)</td>
<td>TBP</td>
<td>15%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>Launch</td>
<td>TBP</td>
<td>15%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td>11</td>
<td>Delivery</td>
<td>TBP</td>
<td>15%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td>12</td>
<td>One-Year Operational Support</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>--</td>
</tr>
<tr>
<td>13</td>
<td>End of Mission Review (EMR)</td>
<td>TBP</td>
<td>5%</td>
<td>$TBD</td>
<td>--</td>
</tr>
</tbody>
</table>

1. When Milestone 8, Unpressurized Cargo Integration Review, is not required, the payment amount associated with this milestone will move to Milestone 9, Pressurized Cargo and Payloads Integration Review.

Table 2-1: Initial GLS Milestone Payment Schedule (SubCLIN 101)
1. When Milestone 4, Unpressurized Cargo Integration Review, is not required, the payment amount associated with this milestone will move to Milestone 5, Pressurized Cargo and Payloads Integration Review.

Table 2-2: Standard GLS Milestone Payment Schedule (SubCLIN 102) - Basic and Accelerated
2.2.19 ADJUSTMENTS TO MISSION SCHEDULE

(a) This clause covers launch delays at the convenience of NASA and the Contractor.

(b) Task orders are intended to fulfill demand amounts by specific launch dates. To provide flexibility to both the Contractor and NASA, a launch window will be established for each planned logistics mission based on the standard launch window provided in Table 2-3, Standard Launch Windows, and the proposed dates accepted at task order award. Authorization to Proceed (ATP) is formal written direction from the Contracting Officer that authorizes the Contractor to proceed with the work detailed within the associated Work Plan.

<table>
<thead>
<tr>
<th>Period</th>
<th>Months Prior to Launch Window</th>
<th>Standard Launch Window (Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L-“X” (ATP) through L-12</td>
<td>90</td>
</tr>
<tr>
<td>2</td>
<td>L-12 through L-6</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>L-6 through Launch</td>
<td>7</td>
</tr>
</tbody>
</table>

Table 2-3: Standard Launch Windows

(c) At each major review referenced in Attachment 9, Work Plans, NASA and the Contractor shall review the window established and mutually agree on the dates for the next period’s reduced launch window corresponding to Table 2-3, Standard Launch Windows.

(d) Contractor/NASA will give written notice to the other party of any desired postponement in the established launch window dates as soon as possible. In the case of a request for postponement to the start of the launch window by Contractor/NASA, the requester will also propose new launch window dates no greater than the standard launch window provided in Table 2-3, Standard Launch Windows. Within two weeks of receipt of the written request for a schedule adjustment, Contractor/NASA will inform the requesting party whether a launch opportunity exists as requested or will propose an alternative launch window. Contractor/NASA will work to provide written agreement within thirty (30) days following receipt of the requesting party’s proposition, and will work together to deconflict and resolve any possible Range conflicts. If mutual agreement on the revised window cannot be reached due to launch vehicle or payload readiness, resolution between the parties shall be handled in accordance with FAR 52.233-1, Disputes.

(e) The postponement period for both NASA and the Contractor shall include Excusable Delays, Grace Days, and Contractor/NASA Delay Days. Contractor/NASA delay days beyond the postponement period shall be subject to equitable adjustment. Any amounts owed by the postponing party as an equitable adjustment shall be in addition to the maximum postponement fees, and/or other available remedies provided for under clause 2.2.13, Advance Understanding Regarding Termination Settlement Under FAR 52.212-4(l), and clause 52.212-4(m), Termination for cause.
(f) Excusable Delays. NASA/Contractor will not be charged with postponement fees/liquidated damages when the delay in delivery or performance arises solely out of causes beyond the control of NASA/Contractor and not due to the fault or negligence of NASA/Contractor. Such delays include, but are not limited to the following:

1. Range Mission Rules and Range Launch Requirements (Mandatory and Required Assets)

2. Launch vehicle failure investigation, provided NASA retains its original position in the order of the queue sequence and that all data related to the failure investigation is made available to NASA without restriction

3. FAR 52.212-4(f), Excusable delays

(g) Grace Days. Grace days is defined as the number of days the Contractor and NASA may delay the launch window start date without incurring postponement fees. For each mission, NASA and the Contractor are each allowed up to 150 grace days subject to the schedule below.

<table>
<thead>
<tr>
<th>Period</th>
<th>Months Prior to Standard Launch Window</th>
<th>Maximum Grace Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L-“X” (ATP) through L-12</td>
<td>150</td>
</tr>
<tr>
<td>2</td>
<td>L-12 through L-6</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>L-6 through Launch</td>
<td>30</td>
</tr>
</tbody>
</table>

*Table 2-4: Grace Days*

The amount of grace days available for any period is the smaller of the number of days in the Maximum Grace Days column compared to the remaining available grace days from the previous period. For example, if 100 days were used during Period 1, there would be 50 days available in Period 2. If no days are used in Period 2, then there would be 30 days available in Period 3; with 20 days having expired.

(h) Contractor and NASA Delay Days. Outside of Excusable Delays and Grace Days, each party may request to delay the launch window up to eighteen (18) months. For each requested delay to the launch window start date beyond the available Grace Days and any applicable Excusable Delays, but less than postponement period, postponement fees shall be assessed as shown in the table below on a per mission basis.
Table 2-5: Contractor and NASA Delay Days

<table>
<thead>
<tr>
<th>Period</th>
<th>Months Prior to Launch Window</th>
<th>Postponement Fee for each day of delay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L-“X” (ATP) through L-12</td>
<td>$1,000</td>
</tr>
<tr>
<td>2</td>
<td>L-12 through L-6</td>
<td>$10,000</td>
</tr>
<tr>
<td>3</td>
<td>L-6 through Launch</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

The amount of postponement fees shall be added to/subtracted from (as applicable) the next milestone payment made pursuant to Clause 2.2.18, *Milestone Payments, Events, and Completion Criteria*.

(i) In the event that NASA/Contractor postpones the launch date via available Grace Days or Contractor /NASA Delay Days, the Milestone Payment Schedule shall be suspended for the length of the delay and then resumed with all remaining milestones and payments shifted by the amount (length) of the delay.

(j) In the event of an anomaly on any sub-orbital or orbital-launch vehicle or spacecraft provided by the Contractor that involves hardware or software directly applicable to this service, NASA reserves the right to delay the launch service, until the next available launch opportunity, without accruing damages or providing an equitable adjustment to the Contractor until acceptable resolution of the anomaly.

(End of Clause)

2.2.20 SECURITY FOR LAUNCH SERVICE PAYMENT FINANCING

(a) Requirements for financing payment. Payments will be made under this contract upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, NASA John F. Kennedy Space Center. The amount of all invoices or vouchers submitted shall not exceed the total contract price for all task orders.

(b) Security. Pursuant to FAR Subpart 32.202-4, *Security for Government Financing*, and 10 U.S.C. 2307(f) and 41 U.S.C. 255(f), the Government is required to obtain adequate security for Government financing. Adequate security for payments made under this contract shall be required in the form of (TBP) prior to submission of the first invoice and thereafter when more security is needed to cover additional contract financing payments or as requested by the Government.

If applicable, when the security is in the form of assets, the Contractor shall submit certification that the assets are free from any prior encumbrances. The certification shall list the assets and state the physical location of the assets and their value. When any changes to the assets occurs or when work in process is used to satisfy this requirement, subsequent invoices should be accompanied with a certification statement containing the information described here.

In the event the Contractor fails to provide adequate security as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall
be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his/her sole discretion deems repayable.

(c) Insurance. The Contractor represents and warrants that it maintains with responsible insurance carriers (1) insurance on plant and equipment against fire and other hazards to the extent similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on account of damage to persons or property; and (3) adequate insurance under all applicable workers' compensation laws. The Contractor agrees that, until work under this contract has been completed and all payments made under this contract have been liquidated, it will maintain this insurance and furnish any certificates with respect to its insurance that the administering office may require.

(End of clause)

2.2.21 ON-RAMP

(a) The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is (1) to ensure competition exists for future requirements not currently on contract, (2) to allow qualified new service providers the opportunity to provide services, and (3) for current contract providers to introduce new capabilities not available or identified at the time of the award of the initial contract.

(b) In accordance with this clause, the original solicitation (as revised) shall remain open throughout the ordering period. The decision to request proposals under this clause will be solely at NASA’s discretion and will only occur after the action has been synopsized. When requested, new and incumbent providers will be allowed to submit proposals that may result in contract award(s) to new providers or the addition of capabilities to existing contracts.

(c) The minimum contract requirements, the technical acceptability standards, evaluation factors, solicitation terms and conditions, price reasonableness, and basis for award shall remain in full force and effect for each new proposal. Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

(d) Existing contracts will be unaffected by the use of this On-Ramp provision and will remain active. Existing Contractor(s) may propose services consistent with the Instruction to Offerors of the “On-Ramp” Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the “On-Ramp” RFP, they remain as a candidate for competition of future orders under the terms of the existing contract. If the existing Contractor(s) chooses to respond to the On-Ramp RFP but is not awarded a new contract in that competition, they remain as a candidate for competition of future orders under the terms of the existing contract. If the existing Contractor(s) chooses to respond to the On-Ramp RFP and are
awarded additional service capabilities in that competition, their existing contract will be modified to incorporate the additional capabilities.

(e) Expansion of Performance Capabilities. NASA reserves the right to expand the performance capabilities covered by the GLS contract, by properly soliciting offers from all interested sources capable of meeting the updated requirements as captured in a revised solicitation.

(End of clause)

2.2.22 DOMESTIC SOURCE CRITERIA AND COMPLIANCE

This Contract is for the express purpose of procuring space transportation services (as defined by 51 U.S.C. §§ 50101 and 50131). As such, in accordance with 51 U.S.C. § 50131, this Contract is restricted to United States industry entities that qualify as United States commercial providers of space transportation services as defined by 51 U.S.C. § 50101(7) and this Contract.

“United States industry entity” is defined as any corporation, partnership, joint venture, association, or other entity which is organized or existing under the laws of the United States or any State, and whose controlling interest is held by United States nationals.

“Space transportation services” is defined as the preparation of a space transportation vehicle and its payloads for transportation to, from, or within outer space, or in suborbital trajectory, and the conduct of transporting a payload to, from, or within outer space, or in suborbital trajectory and includes all services required in the performance of this Contract, excluding those services necessary to produce, manufacture, or otherwise provide launch vehicles, a launch vehicle’s components, and other equipment and facilities required in the performance of this Contract.

“Controlling Interest” means ownership of an amount of equity in such entity sufficient to direct management of the entity or to avoid transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity in an entity creates a presumption that such an interest is controlling; however, the ultimate determination as to whether the interest is controlling resides with NASA.

Throughout the performance of the contract, the Contractor and Major Subcontractors (team members, subcontractors, sub-tier contractors, and suppliers expected to contribute $50 million or more towards performance) shall continue to comply with the domestic source criteria defined here. Upon request by the Contracting Officer, the contractor shall provide evidence of its compliance with this clause. Failure to comply may result in NASA exercising its right to terminate the Contract and associated task orders.

The prime Contractor shall also comply with the United States National Space Transportation Policy, dated November 21, 2013 (“Policy”). Per this Policy, all US Government payloads launched under this Contract must be launched on vehicles manufactured in the United States.

The prime Contractor shall provide in performance of this Contract only launch vehicles that are domestic end products. For a launch vehicle to qualify as a domestic end product, the cost of its components, mined, produced, or manufactured in the United States must exceed fifty (50) percent of the cost of all of its components. The cost of each component includes transportation costs to the place of incorporation into the launch vehicle and any applicable duty (whether or not a duty-free entry
certificate is issued). “Components” means those materials and supplies directly incorporated into the domestic end product.

Throughout the performance of the Contract, the prime Contractor and Major Subcontractors shall continue to comply with both the domestic source criteria, as well as continue to remain in compliance with the Policy. Failure to comply may result in NASA exercising its right to terminate the Contract. NASA may elect not to exercise its right to terminate the Contract; however, such an election is not a waiver of its right to do so in the future.

(End of clause)

2.2.23 GATEWAY LOGISTICS SERVICE READINESS ASSESSMENT

(a) NASA reserves the right to utilize Government-performed technical assessments of launch and logistics vehicles/configurations to evaluate the readiness of the Contractor to deliver NASA cargo and payloads to the Gateway. In the event NASA determines that the Contractor cannot provide adequate assurances that the cargo and payloads will be safely delivered to the Gateway, NASA reserves the right to terminate all or part of this contract under clause FAR 52.212-4(m), Termination for Cause.

(b) In the event NASA decides to exercise its rights under this clause, NASA has the right to have its cargo and payloads removed from the logistics vehicle and returned to NASA. This removal and return is the Contractor’s responsibility at the Contractor’s expense, without adjustment to contract price.

(c) In the event NASA decides to exercise its rights under this clause after the delivery vehicle has launched, NASA has the right to deny entry of the logistics vehicle into the Rendezvous Sphere which constitutes a delay in delivery.

(d) In the event NASA delays the delivery, as a result of exercising its rights in this clause, and the causes of the delay were within the control of or due to the fault or negligence of the Contractor or its Subcontractors at any tier, then the Contractor shall be deemed to have caused the delay and an equitable adjustment will be assessed. For the purpose of this clause, the burden of proof for showing that the causes of delay were within the control or fault and/or negligence on the part of the Contractor or its Subcontractors at any tier rests with NASA. If NASA delays the delivery and the causes of the delay were not within the control or due to the fault or negligence of the Contractor or its Subcontractors at any tier, then an equitable adjustment may be assessed on NASA.

(End of clause)

2.2.24 GOVERNMENT’S RIGHT TO REMOTELY SENSED DATA

The Contractor consents to the U.S. Government collecting remotely sensed data on a no interference basis related to its GLS vehicles and to use such data for U.S. Government’s purposes.

(End of clause)
2.2.25 USE OF GOVERNMENT PROPERTY, FACILITIES, ASSETS, OR SERVICES

This clause applies to any Government support, including property, facilities, assets, or services, not otherwise provided for under this contract whether obtained from NASA or another Government Agency.

(a) Support obtained from a Government Agency other than NASA.

(1) The Contractor shall obtain and maintain any necessary contracts or agreements between the Contractor and any Government Agency authorizing the use of Government property, facilities, assets or services in performance of this contract (except as may be expressly stated in this contract as furnished by the Government). The Contractor shall be responsible to arrange any contracts or agreements outside of this contract as it deems appropriate. The terms and conditions of such contracts or agreements will govern the use of those Government resources. Any costs associated with such contracts or agreements shall result in no increase in the price of this contract. All remedies to disputes or performance issues shall be resolved in accordance with the terms and conditions of those contracts or agreements. The Contractor shall notify the Contracting Officer Representative (COR), or designee, of any contracts or agreements between the Contractor and any Government Agency under this paragraph (a).

(2) NASA makes no warranty whatsoever as to the availability or suitability for use of Government property, facilities, assets, or services made available by another Government Agency under the terms and conditions of other contracts or agreements. The Contractor assumes all responsibility for determining the suitability for use of all property, facilities, assets, or services acquired or made available to the Contractor by a Government Agency under other contracts or agreements. The Contractor further acknowledges and agrees that any use of such Government property, facilities, assets, or services shall not relieve the Contractor of full performance responsibility under the contract.

(b) Support obtained from a NASA Center or Component Facility.

(1) Except as may be expressly stated in this contract as furnished by the Government, the Contractor shall obtain use of any Government property, facilities, assets or services available from a NASA Center or Component Facility (a “Performing Organization”) for performance of this contract through the use of an appropriate Task Plan. For Task Plan reference instructions, the Contractor shall contact the Performing Organization Point of Contact (POC). The Contractor shall be responsible for obtaining, negotiating and documenting all Task Plans with the Performing Organization. The Contractor shall be responsible for any costs associated with property, facilities, assets, or services provided by a Performing Organization under a Task Plan and such costs shall result in no increase in the price of this contract. The Contractor shall notify the Contracting Officer Representative (COR), or designee, of any Task Plans between the Contractor and a Performing Organization under this paragraph (b).

(2) NASA makes no warranty whatsoever as to the availability or suitability for use of property, facilities, assets, or services made available by a Performing Organization under a Task Plan. The Contractor assumes all responsibility for determining the suitability for use of all such property,
facilities, assets, or services, including technical suitability, schedule availability and cost. The Contractor further acknowledges and agrees that any use of Government property, facilities, assets, or services under a Task Plan shall not relieve the Contractor of full performance responsibility under the contract.

(3) Any implementation issues or disputes arising under a Task Plan shall be referred for resolution to the Points of Contact, or if necessary the signatories, identified in the Task Plan.

(c) The Contractor is responsible for determining the suitability for use of all materials, property, and facilities acquired or made available to the Contractor by NASA or other Government agencies under any contract or agreement. Any use of Government-Furnished Property (GFP), materials, or facilities and services shall not relieve the Contractor of full performance responsibility under the contract.

2.2.26 CONTRACTOR OBJECTIVES ON GATEWAY LOGISTICS SERVICES (GLS) MISSIONS

(a) All excess vehicle performance, based on reasonable launch vehicle performance margins and reserves, shall be made available to NASA. In the event that NASA does not utilize the entire capability of the GLS mission, the Contractor may request to use the service mission to meet Contractor objectives or fly non-NASA cargo per the requirements below. NASA may require a price adjustment or other consideration. If the Contractor has a proposed commercial use for the service, it should be discussed with NASA per the requirements below. In the event of a conflict between the Contractor objectives and NASA’s requirements for use of the service, NASA shall have priority for the use of the service.

(b) If approved in advance by NASA, the Contractor may use a GLS Mission to deliver non-NASA cargo. The non-NASA cargo shall not limit or interfere with the capabilities that NASA is ordering. Notification of non-NASA cargo shall be made at the Vehicle Baseline Review (VBR) for the mission on which the cargo would fly. Non-NASA cargo shall be reviewed as part of the NASA safety review process and shall not increase risk to the GLS mission, take away from acceptable margins available to provide the Gateway service, or decrease likelihood of mission success. If NASA determines that the addition of non-NASA cargo to the mission causes unacceptable risk, NASA reserves the right to refuse to allow flying the non-NASA cargo on its logistics mission. If notification of the non-NASA cargo is made post-VBR, NASA reserves the right to refuse to perform the additional analysis required to evaluate the impacts of the non-NASA cargo, which would prevent flying the non-NASA cargo on the GLS mission. Resources required from NASA to evaluate the impacts of co-manifesting of non-NASA cargo or to ensure safety may be charged to the Contractor through an equitable adjustment.

(c) If approved in advance by NASA, the Contractor may use GLS missions to meet Contractor objectives that are unrelated to the GLS mission. These objectives shall not limit or interfere with the capabilities that NASA is ordering. Notification of Contractor objectives shall be made at the VBR for the mission on which the objectives would occur. These objectives shall be reviewed as part of the NASA safety review process and shall not increase risk to the logistics mission, take away from acceptable margins available to provide the Gateway service, or decrease likelihood of mission success. If NASA determines that the addition of Contractor objectives to the mission causes unacceptable risk, NASA reserves the right to refuse to allow the Contractor objectives on NASA’s logistics mission. If notification of the Contractor objectives is made post-VBR, NASA reserves the right to refuse to
perform the additional analysis required to evaluate the impacts of the Contractor objectives, which would prevent execution of the Contractor objectives on the NASA logistics mission. Resources required from NASA to evaluate the impacts of Contractor objectives or to ensure safety may be charged to the Contractor through an equitable adjustment.

(d) Launch and mission schedules shall not be changed to accommodate non-NASA cargo or Contractor objectives, except with NASA’s approval. If the Contractor is unable to provide and integrate the non-NASA cargo, or complete work necessary for performing Contractor objectives, in time to meet the established launch schedule for the GLS mission, the Contractor shall be responsible for any resulting impacts or delays to the logistics mission. NASA reserves the right to revoke its approval without cost to NASA, or to agree to a Contractor-caused delay.

(e) The Contractor and its customers shall waive all claims for any damage or loss caused by NASA to non-NASA cargo or Contractor objectives. NASA shall not be responsible for any costs, liabilities, or obligations incurred by the Contractor or its customers to manifest non-NASA cargo or perform a Contractor objective, or resulting from NASA’s refusal to approve manifesting non-NASA cargo or performing Contractor objectives.

(End of clause)

2.2.27 PUBLIC AFFAIRS

It is anticipated that the Contractor will execute media events to cover major contract activities. The Contractor may, consistent with Federal law and this Contract, release general information regarding its activities conducted within the scope of the Contract:

(a) The Contractor will coordinate as early as possible with the NASA designated Public Affairs Office (PAO) regarding major media releases, media interviews, news conferences, contingency statements, media scouts, photo opportunities and film crew activities regarding NASA Gateway-related efforts.

(b) The use of any direct quote by a NASA official shall be submitted for NASA concurrence to ensure accuracy prior to its release.

(c) The NASA logo may not be used without NASA’s prior approval.

(End of clause)

2.2.28 LICENSES, PERMITS, AND INSURANCE FOR A LAUNCH SERVICE OPERATOR

(a) The Contractor shall obtain and maintain the necessary licenses, permits and clearances that may be required by the Department of Transportation, Department of Commerce, Department of Defense, NASA, or other Governmental agencies in order to provide services under this contract.

(b) The Contractor shall obtain a Federal Aviation Administration (FAA) license or permit, in accordance with 51 U.S.C. Subtitle V, Chapter 509, Commercial Space Launch Activities, Title 51,
National and Commercial Space Programs, Subtitle V, Programs Targeting Commercial Opportunities, for operations under this contract.

(c) All costs and fees associated with obtaining licenses, permits and clearances shall be included in the standard Gateway Logistics Services price.

(d) Any approvals required by the NASA cargo and payloads are the responsibility of NASA.

(e) In accordance with 51 U.S.C. § 50914, the Contractor shall obtain liability insurance or demonstrate financial responsibility in amounts to compensate for the maximum probable loss from claims by:

   (1) A third party for death, bodily injury, or property damage or loss arising in connection with the covered launch activities under this contract; and
   (2) The United States Government against a person for damage or loss to Government property arising in connection with the covered launch activities under this contract.

(f) The Contractor shall provide NASA a copy of the Maximum Probable Loss (MPL) determination and certificate of such insurance once it has been obtained.

(g) The foregoing insurance requirement does not preclude the Contractor from acquiring or continuing in effect any additional insurance to protect the interests of the Contractor or its Related Parties, such as Commercial General Liability coverage.

(End of clause)

2.2.29 SPECIAL UNDERSTANDING REGARDING DAMAGE TO GOVERNMENT PAYLOADS

NOTE: Only applicable to Specialized Delivery Missions ordered under CLIN 2.

Prior to intentional ignition of the launch vehicle on the launch pad, the Contractor shall not be responsible for damage to the spacecraft while the spacecraft is under the control of the Contractor, except when such damage is caused by the gross negligence, willful misconduct, or lack of good faith by the Contractor. In the event the Contractor is determined to be responsible for such damage, the Contractor shall reimburse the Government for the cost of spacecraft repairs as well as any costs associated with launch delays as set forth in clause 2.2.19, Adjustments Mission Schedule. After intentional ignition, the clause 2.2.17 Mission Success Determination, Investigation, and Corrective Actions, applies.

(End of clause)

2.2.30 SPECIAL UNDERSTANDING REGARDING LIABILITY FOR THIRD PARTY CLAIMS FOR NUCLEAR INCIDENTS

NOTE: Only applicable to Specialized Delivery Missions ordered under CLIN 2.

In the event that a Specialized Delivery Missions acquired under CLIN 2 of the contract carries a payload containing a Radioisotope Thermoelectric Generator (RTG) or other nuclear materials for
which third party liability insurance is not commercially available, NASA will obtain from the Department of Energy (DOE) the necessary agreement to provide to the Contractor indemnification against third party claims pursuant to the Price Anderson Act, 42 U.S.C. §2210. Such agreement shall be obtained, and the task order for the mission shall be modified to reflect the Price Anderson Act indemnification prior to integration of the RTG or other nuclear materials into the launch vehicle. The Contractor shall not be required to integrate the RTG or other nuclear materials into the subject mission’s launch vehicle prior to the time at which Price Anderson Act or other indemnification for the nuclear risk has been obtained. Any delay by NASA in timely obtaining Price Anderson Act indemnification prior to scheduled integration which results in a launch delay, shall constitute a Government-caused delay under clause 2.2.19, Adjustments to Mission Schedule. Such a Government-caused delay to the subject mission shall be subject to the contract’s changes clause.

(End of clause)

2.2.31 KENNEDY SPACE CENTER BADGING ISSUANCE AND IDENTITY VERIFICATION PROCESS

Reference FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, incorporated by reference in Section I of this contract. See the KSC Protective Services Office (PSO) website (https://pso.ksc.nasa.gov/), NASA Procedural Requirement (NPR) 1600.3, Personnel Security, NPR 1600.4A, Identity and Credential Management, and Kennedy NPR (KNPR) 1600.1, KSC Security Procedural Requirements, regarding the process contractor personnel must follow to obtain access to NASA KSC facilities, property, personnel, and information technology resources.

(End of Clause)

2.2.32 ASSOCIATE CONTRACTOR AGREEMENTS

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government’s requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the Gateway, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract.

(b) ACAs shall include the following general information:

(1) Identify the associate contractors and their relationships.

(2) Identify the program involved and the relevant Government contracts of the associate contractors.

(3) Describe the associate contractor interfaces by general subject matter.

(4) Specify the categories of information to be exchanged or support to be provided.

(5) Include the expiration date (or event) of the ACA.
(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(f) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(End of Clause)
SECTION 3 – FAR 52.212-5 ATTACHMENT

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

   (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).

   (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

   (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:


   (5) [Reserved]


(10) [Reserved]
   (ii) Alternate I (Nov 2011) of 52.219-3.
(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
   (ii) Alternate I (Jan 2011) of 52.219-4.
(13) [Reserved]
   (ii) Alternate I (Nov 2011).
   (iii) Alternate II (Nov 2011).
   (iii) Alternate II (Mar 2004) of 52.219-7.
(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
   (ii) Alternate I (Nov 2016) of 52.219-9.
   (iii) Alternate II (Nov 2016) of 52.219-9.
   (iv) Alternate III (Nov 2016) of 52.219-9.
(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(c)).
(19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F(i))).
(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
   (ii) Alternate I (Feb 1999) of 52.222-26.
   (ii) Alternate I (July 2014) of 52.222-35.
   (ii) Alternate I (July 2014) of 52.222-36.
(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
   (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT® - Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

(39) (i) 52.223-14, Acquisition of EPEAT® - Registered Television (Jun 2014) (E.O.s 13423 and 13514).
   (ii) Alternate I (Jun 2014) of 52.223-14.


(41) (i) 52.223-16, Acquisition of EPEAT® - Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
   (ii) Alternate I (Jun 2014) of 52.223-16.


(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

   (ii) Alternate I (Jan 2017) of 52.224-3.


   (ii) Alternate I (May 2014) of 52.225-3.
   (iii) Alternate II (May 2014) of 52.225-3.
   (iv) Alternate III (May 2014) of 52.225-3.


(49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

The Contractor shall comply with the FAR clauses in this paragraph(c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the
Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Cert--n Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(B) Alternate I (Jan 2017) of 52.224-3.


(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)
SECTION 4 - LIST OF DOCUMENTS AND OTHER ATTACHMENTS

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

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Title</th>
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<tbody>
<tr>
<td>01</td>
<td>Statement Of Work (DRAFT)</td>
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<tr>
<td>02</td>
<td>Data Requirements Descriptions (DRAFT)</td>
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<td>03</td>
<td>GLS-RQMT-001, Gateway Logistics Services Requirements (DRAFT)</td>
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<td>04</td>
<td>Acronyms and Abbreviations (DRAFT)</td>
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<tr>
<td>05</td>
<td>Definitions (DRAFT)</td>
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<td>06</td>
<td>Organizational Conflicts of Interest (OCI) Avoidance Plan (Proposed)</td>
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<td>07</td>
<td>GLS Space System Architecture (Proposed)</td>
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<td>08</td>
<td>Specialized Mission Capabilities (Proposed)</td>
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<td>09</td>
<td>Work Plans (DRAFT) (Proposed updates)</td>
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<tr>
<td>10</td>
<td>Subcontract Management Plan (Proposed)</td>
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<tr>
<td>11</td>
<td>Small Business Subcontracting Plan (Proposed)</td>
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</table>

4.2 The following documents are included as appendices to the solicitation:

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Title</th>
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<tbody>
<tr>
<td>A</td>
<td>GLS Pricing Workbook</td>
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<tr>
<td>B</td>
<td>Sample Consent Letter</td>
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<td>C</td>
<td>Past Performance Questionnaire</td>
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SECTION 5 – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

5.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:
   FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)
   FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JULY 2016)
   FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)
   FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (OCT 2015)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS: None

5.2 FAR 52.204-20 PREDECESSOR OF OFFEROR (JULY 2016)

(a) Definitions. As used in this provision—
“Commercial and Government Entity (CAGE) code” means—

(b) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

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

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
(d) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

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

Predecessor CAGE code: ________ (or mark “Unknown”).

Predecessor legal name: _________(Do not use a “doing business as” name).

(End of provision)

5.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

5.5 FAR 52.209-12 – CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

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

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including option), 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)

5.6 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at https://www.sam.gov/portal. If the Offeror has not completed the
annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“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

“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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.
“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate.

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

“Sensitive technology”.

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically.
   (i) To restrict the free flow of unbiased information in Iran; or
   (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”.

(1) Means a small business concern.
   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that.

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by.

   (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

   (ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned.

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern.

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
“Women-owned small business concern” means a small business concern.

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ______________.
[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it □ is, □ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror 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 (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror 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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that.

(i) It □ is, □ is not an EDWOSB concern, 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 (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror 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.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is a women-owned business concern.
(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: ____________________________________________

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, 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 (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror 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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

   ___ Black American.
   ___ Hispanic American.
   ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
   ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
   ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
   ___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246.

(1) Previous contracts and compliance. The offeror represents that.

   (i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

   (ii) It □ has, □ has not filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that.

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Supplies.”

(2) Foreign End Products:

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<th>Line Item No.</th>
<th>Country of Origin</th>
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

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<th>Line Item No.</th>
<th>[List as necessary]</th>
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(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

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<tr>
<th>Line Item No.</th>
<th>[List as necessary]</th>
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(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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<th>Line Item No.</th>
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(3) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals:

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

<table>
<thead>
<tr>
<th>Listed End Product</th>
<th>Listed Countries of Origin</th>
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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that.
(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror □ does □ does not certify that.

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies.

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of
this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d),
reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations
issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts
arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the
resulting contract is subject to the payment reporting requirements described in FAR 4.904,
the TIN provided hereunder may be matched with IRS records to verify the accuracy of the
offeror’s TIN.

(3) Taxpayer Identification Number (TIN).
   □ TIN: ________________________________.
   □ TIN has been applied for.
   □ TIN is not required because:
     □ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
       have income effectively connected with the conduct of a trade or business in the United
       States and does not have an office or place of business or a fiscal paying agent in the United
       States;
     □ Offeror is an agency or instrumentality of a foreign government;
     □ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.
   □ Sole proprietorship;
   □ Partnership;
   □ Corporate entity (not tax-exempt);
   □ Corporate entity (tax-exempt);
   □ Government entity (Federal, State, or local);
   □ Foreign government;
   □ International organization per 26 CFR 1.6049-4;
   □ Other ________________________________.

(5) Common parent.
   □ Offeror is not owned or controlled by a common parent;
   □ Name and TIN of common parent:
     Name ________________________________.
     TIN ________________________________.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that
the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.
(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that.

(i) It □ is, □ is not an inverted domestic corporation; and

(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror.

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if.

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)
(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____________________.
Immediate owner legal name: _____________________.
(Do not use a “doing business as” name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _________________.
Highest-level owner legal name: _________________.
(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

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

(2) The Offeror represents that:

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

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ________ (or mark “Unknown”)
Predecessor legal name: _________________________
(Do not use a “doing business as” name)

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: ____________________.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

5.7 ADDENDUM TO FAR 52.212-3, DOMESTIC SOURCE CERTIFICATION

Certification Regarding United States Commercial Provider of Space Transportation Services (Public Law 105-303, Title II, Section 201)

(A) Participation in this procurement is restricted to prime Contractors and Major Subcontractors (team members, subcontractors, sub-tier contractors, and suppliers expected to contribute $50 million or more towards performance) meeting the definition of United States commercial provider.

(B) The Offeror certifies, to the best of its knowledge and belief, that it □ is □ is not a United States commercial provider as defined below—

   (i) ‘United States commercial provider’ means a commercial provider, organized under the laws of the United States or of a State, which is—

      (a) more than 50 percent owned by United States nationals; or
(b) a subsidiary of a foreign company and the Secretary of Transportation finds that—

(1) such subsidiary has in the past evidenced a substantial commitment to the United States market through--

(I) investments in the United States in long-term research, development, and manufacturing (including the manufacture of major components and subassemblies); and

(II) significant contributions to employment in the United States; and

(2) the country or countries in which such foreign company is incorporated or organized, and, if appropriate, in which it principally conducts its business, affords reciprocal treatment to companies described in subparagraph (B)(i)(a) comparable to that afforded to such foreign company's subsidiary in the United States, as evidenced by—

(I) providing comparable opportunities for companies described in subparagraph (B)(i)(a) to participate in Government sponsored research and development similar to that authorized under this Act;

(II) providing no barriers, to companies described in subparagraph (B)(i)(a) with respect to local investment opportunities, that are not provided to foreign companies in the United States; and

(III) providing adequate and effective protection for the intellectual property rights of companies described in subparagraph (B)(i)(a).

(C) Definitions

“United States industry entity” is defined as any corporation, partnership, joint venture, association, or other entity which is organized or existing under the laws of the United States or any State, and whose controlling interest is held by United States citizens.

“Space transportation services” is defined as the preparation of a space transportation vehicle and its payloads for transportation to, from, or within outer space, or in suborbital trajectory, and the conduct of transporting a payload to, from, or within outer space, or in suborbital trajectory and includes all services required in the performance of this Contract, excluding those services necessary to produce, manufacture, or otherwise provide launch vehicles, a launch vehicle’s components, and other equipment and facilities required in the performance of this Contract.

“Controlling Interest” means ownership of an amount of equity in such entity sufficient to direct management of the entity or to avoid transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity in an entity creates a presumption that such an interest is controlling; however, the ultimate determination as to whether the interest is controlling resides with NASA.

(D) The prime Contractor shall provide and utilize in the performance of this Contract launch
vehicles that are domestic end products. The launch vehicle shall be a domestic end product only if the cost of its components, mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of each component includes transportation costs to the place of incorporation into the launch vehicle and any applicable duty (whether or not a duty-free entry certificate is issued.) “Components,” as used in this clause, means those articles, materials and supplies directly incorporated into the end product.

(E) The prime Contractor shall provide, in the performance of this Contract, domestic launch services. Launch services shall be considered to be domestic if the cost for launch services performed by United States industry sources exceeds 50 percent of the cost of the total required launch services.

(F) The Offeror certifies that its proposal □ is □ is not in compliance with paragraphs (A), (B), (C), (D), and (E) above. Any proposal failing to demonstrate its compliance with these criteria will not be considered for award.

(End of provision)

5.8 FAR 52.222-38 COMPLIANCE WITH VETERANS’ EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C.4212(d)(i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of provision)
SECTION 6 – FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018)

6.1 TAILORED PARAGRAPHS IN 52.212-1

Paragraph (c) is tailored as follows: *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers and the proposal shall contain a statement to this effect.

Paragraph (e) is tailored as follows: (e) *Multiple offers*. Multiple offers will not be accepted in response to the solicitation.

(End of provision)

6.2 PROVISIONS INCORPORATED VIA ADDENDUM TO 52.212-1

6.2.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

- FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
- FAR 52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCENS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS (OCT 2016)
- FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS:

- NFS 1852.223-73 SAFETY AND HEALTH PLAN (JUL 2015)
  *(Note: Submitted under Mission Suitability Volume as part of Safety and Mission Assurance Process and Plans)*

6.2.2 FAR 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):

FAR:  https://www.acquisition.gov


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

Any contract awarded as a result of this solicitation will be ___ DX rated order;  _X_ DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

6.2.4 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) – ATERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described in section 6.2.15, Proposal Content

(End of provision)

6.2.5  FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of provision)

6.2.6 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (Oct 1995)

The Government may elect to award a single task order contract or to award multiple task order contracts for the same or similar services to two or more sources under this solicitation.

(End of provision)
6.2.7 FAR 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:

Scott Syring
Contracting Officer
NASA, John F. Kennedy Space Center
Mail Code: OP-LS
Kennedy Space Center, FL 32899

(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)

6.2.8 NFS 1852.233-70 PROTESTS TO NASA (DEC 2015)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

6.2.9 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

(a) The Offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The Offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The Offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245–81, List of Available Government Property.

(d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall
also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The Offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The Offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The Offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment -

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

Government property is not available for review.

(End of provision)

6.2.10 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–1, Government Property, included in this solicitation. The Offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.
(NOTE: Additional property may be added at the task order level for mission specific requirements.)

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The Offeror shall notify the Government of its intention to use or not use the property.

Government property subject to FAR 52.245-2
will not be made available

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

6.2.11 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (Apr 2015)

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

<table>
<thead>
<tr>
<th>Proposal Component</th>
<th>No. of Paper Copies</th>
<th>No. of Electronic Copies</th>
<th>Page Limit</th>
</tr>
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<tbody>
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<td>Volume I: Price and Administration</td>
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<td>2</td>
<td>None</td>
</tr>
<tr>
<td>Volume II: Mission Suitability</td>
<td>1 original, 4 copies</td>
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<td>Volume III: Past Performance</td>
<td>1 original, 2 copies</td>
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</tbody>
</table>

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one-inch margins on all sides, using not smaller than 12 point type in Times New Roman, Calibri, or Arial font. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Other limitations/instructions identified as follows:
(1) Paper Copies

(i) The text shall be printed on double-sided pages. Each page, tab, or divider containing proposal material shall be counted as a page. A suitable table of contents shall be provided with each volume for ready reference to sections, figures, and illustrations.

(ii) Foldout Pages: Foldout pages shall be no larger than 11” x 17”. Each foldout shall be printed on one side only, folded entirely within the volume, and shall count as two pages.

(iii) Page Numbering: Each individual volume shall be numbered sequentially in the footer to identify the number of pages in each specific volume (e.g., Volume III, Page 1 of 25; Volume III, Page 2 of 25).

(iv) Proposals shall be submitted in three volumes as depicted in paragraph (a) above. The Offeror shall mark one copy of each volume identified in paragraph (a) as “Original”. Each volume must be contained in a three ring binder and numbered (e.g., Volume II, “Original” of 4; Volume II, copy 2 of 4; Volume II, copy 3 of 4). No material outside of the proposal volumes may be incorporated by reference. A suitable table of contents (excluded from the page limitations) shall be provided with each volume for ready reference to sections, figures, and illustrations.

(v) Every page shall be numbered and identified with the Offeror’s name, RFP number and date. In addition, the Offeror shall mark each volume of each copy of the proposal on the outside of the cover with the following legend: “Volume __, Original” or “Volume __, Copy __ of __.” Subsequent revisions, if requested, shall be similarly identified and shall show revision number, change bars, and date.

(vi) In all volumes, only the pages up to the specified maximum number of pages will be evaluated. Pages in excess of the maximum number will be removed from the end of the proposal volume without being evaluated and the Offeror will be notified which pages will not be considered in the evaluation.

(2) Electronic Copies

(i) The Offeror shall submit two USB flash drives with each containing an electronic copy of each volume. The Government anticipates viewing the electronic submittals with the following computer software and hardware: (1) PC-compatible systems, (2) Windows 10 operating system, (3) Adobe Reader DC, and (4) Microsoft Office 2016. To enable the Government to successfully view the proposals electronically, the Offeror shall submit proposals in Microsoft (MS) Office (MS Word or Excel) format and also in Adobe Portable Document File (PDF) format. Electronic files shall be exact duplicates of the paper copies.

(ii) MS Excel developed spreadsheets shall be submitted in MS Excel format, not in a scanned MS Word or Adobe PDF file. The MS Excel spreadsheets shall not be “read-
only,” “locked,” or protected in a manner that would prevent an evaluator from manipulating the data as necessary to complete the evaluation.

(iii) The Offeror shall generate “bookmarks” within each PDF file for each section and sub-section of the document. Bookmarks shall be generated based on indexed entities appearing in the document table of contents. The Offeror has the option of generating “thumbnails” within the PDF files as well. The minimum requirement for hypertext links is a proposal volume table of contents with links to each section of the volume. The Offeror shall set all security options in each PDF file to “allowed.” External hyperlinks are not allowed and will not be evaluated if included. Hypertext links shall be the same minimum font size. The preferred method of implementing hyperlinks is to indicate the hyperlink by blue font color and establish the hypertext in Acrobat with “invisible rectangle” with “no outline.”

(iv) All text, including table and figure identifiers, shall be indexed and 100% searchable text.

(v) The Government will compare the electronic and paper copies to the “Original” proposal; if a variation in content between the “Original” proposal and the paper/electronic copies is noted, the “Original” proposal shall be considered as the submitted proposal. Page count is determined by the “Original” proposal.

(vi) The USB flash drives must be affixed with a label (tag or adhesive) with the Offeror’s name and solicitation number. A hard copy list of USB flash drive contents showing the directory, document title, and file names shall accompany the electronic submittal. The information is to be submitted on a quality, error-free, virus-free USB flash drive formatted and readable by the computer system and software identified in paragraph (i) above.

(vi) Other Requirements: The Offeror shall not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

(c) Title pages, tabs, dividers with no proposal material, and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price Volume of the proposal is not page limited. However, this volume 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.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)
6.2.12 KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS / PROPOSALS (JUL 2018)

(a) Delivery Address:

All proposals shall be delivered to the NASA Contracting Officer (CO), at the following address, on or before the date and time set for receipt of proposals or bids:

Central Industry Assistance Office (CIAO)
7110 N. Courtenay Parkway, Merritt Island, FL, 32953

(Note: The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.)

(b) Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried offers/bids/proposals are either received by the NASA Contracting Officer or their authorized representative at the CIAO on or before the date and time set for receipt specified in the solicitation. Pre-coordination with the Contracting Officer via e-mail at scott.g.syring@nasa.gov is required at least 24 hours in advance.

(c) Late Delivery of Offers:

Late offers will be processed in accordance with: FAR 52.212-1, Instructions to Offerors - Commercial Items (JAN 2017), included in this solicitation.

(d) Special Delivery Instructions:

Offerors are strongly encouraged to notify the Contracting Officer via email and provide the delivery method (i.e. Hand delivery, FedEx, USPS, UPS, etc.) one day prior to proposal delivery. All offers delivered in response to this solicitation shall reflect the following information on the address label:

(1) Solicitation 80KSC0190002
(2) “TO BE DELIVERED UNOPENED TO THE CONTRACTING OFFICER”
(3) The volume and copy numbers contained in each box.
   (4) Attn: Scott Syring (321-867-5024/1500)
(5) NASA Contracting Officer, Mail Code OP-LS

(End of provision)

6.2.13 PROPOSAL DUE DATE

(a) All proposals shall be delivered no later than 3:00 p.m., KSC local time, on TBD.

(b) Volume III, Past Performance, including past performance questionnaires, are requested
to be delivered early to the CIAO by 3:00 p.m., KSC local time, on TBD.

c) Proposals received after the due date and time specified in paragraph (a), will be processed in accordance with FAR 52.212-1, Instructions to Offeror – Commercial Items, paragraph (f).

(End of provision)

6.2.14 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation shall be submitted via email, citing the solicitation number, and be directed to the following Government representative:

   Name: Scott Syring, Contracting Officer
   Email: scott.g.syring@nasa.gov

(b) Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(c) Questions or comments regarding this solicitation shall not be directed to any other persons.

(d) Questions or comments shall be submitted by TBD to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(End of provision)

6.2.15 PROPOSAL CONTENT

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in Section 7. The items listed are not, however, all-inclusive, and offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract.

Proposals shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate your understanding of the requirements and the inherent risks associated with the objectives of this procurement. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the Offeror’s qualifications in terms of experience, capability, and proposed approaches to meet all of the requirements of the SOW. Proposals that are unrealistic in terms of technical maturity or understanding, may be considered indicative of a lack of understanding of the solicitation requirements.
(a) **Volume I: Price and Administration**

1. **Administration**
   
   (i) **Standard Form 1449 with Blocks 12, 17, and 30 completed**

   (ii) **Representations, Certifications, And Other Statements Of Bidders – Section 5 from the solicitation shall be completed in its entirety**

   (iii) **Organizational Conflicts of Interest (OCI) Avoidance Plan** *(Contract Attachment 6): In accordance with the NFS clause 1852.237-72, Access of Sensitive Information, Offerors shall submit for NASA approval a comprehensive Organizational Conflicts of Interest (OCI) Avoidance Plan. The plan shall address the following:**

   (A) **Process for identifying potential conflicts;**

   (B) **A summary of the general methodology use to avoid, neutralize, or mitigate OCI issues;**

   (C) **A description of potential OCI risks, due to the Contractor’s relationships or potential relationships with the Government, other companies, and other contracts. The description shall characterize the risk and measures to avoid, neutralize, or mitigate each OCI threat;**

   (D) **A description of the procedures the Contractor will use if needed to identify and partition Contractor personnel requiring access to or participation in activities that would otherwise create an OCI issue;**

   (E) **A summary of the steps, to include NASA notification, that the Contractor will take when an OCI has been identified or when circumstances have changed such that an OCI issue is probable; and**

   (F) **A description of the training to be provided to Contractor personnel regarding potential OCIs on this contract.**

   (iv) **Model contract (Sections 1-4) with To Be Proposed (TBP) items completed in the following areas:**

<table>
<thead>
<tr>
<th>RFP Section</th>
<th>Paragraph</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td>1.2.1</td>
<td>Initial GLS Mission (SubCLIN 101)</td>
</tr>
<tr>
<td>Section 1</td>
<td>1.2.2</td>
<td>Standard GLS Missions (SubCLIN 102)</td>
</tr>
<tr>
<td>Section 1</td>
<td>1.2.3</td>
<td>Mission Unique Capabilities (SubCLIN 103)</td>
</tr>
<tr>
<td>Section 1</td>
<td>1.4</td>
<td>Special Tasks and Studies (CLIN 3)</td>
</tr>
</tbody>
</table>
(v) Statement of Acceptance/Summary of Exceptions: The Offeror shall include a statement of acceptance of the solicitation provisions and model contract terms and conditions along with a list and explanation of any exceptions or conditional assumptions made to include where it is addressed in the proposal. Failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this solicitation will be construed as acceptance of them, verbatim. The Offeror is cautioned that exceptions, inaccurate conditional assumptions or new terms, conditions, or clauses may result in the proposal being determined unacceptable, may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror’s competitive standing.

(2) Price

(i) Offerors are exempt from the requirements of submission of certified cost or pricing data, as defined in FAR 2.101.

(ii) Data other than certified cost or pricing data may be required to assist in evaluation of price reasonableness and will be requested if necessary.

(iii) The Offeror shall propose CLIN/subCLIN pricing by completing the ‘GLS CLINs 1 & 3’ spreadsheet found in Appendix A, GLS Pricing Workbook, as instructed below. The proposed pricing should match the prices included in the Model Contract. The proposed prices and supporting information shall show conformance to the solicitation requirements, traceability, and reasonable pricing methods and estimating techniques. All cells and formulas in the spreadsheets shall be unprotected.

(A) Initial GLS Mission (SubCLIN 101): A single fixed-price shall be proposed for each order year through 2023 for the Initial GLS Mission. The price shall reflect the fully burdened price, including profit, to complete the initial GLS mission as defined in the solicitation and proposed.

(B) Standard GLS Missions (SubCLIN 102): A single fixed-price shall be proposed for each order year through 2026 for Standard GLS Missions. The price shall reflect the fully burdened price, including profit, to complete missions subsequent to the Initial GLS Mission as defined in the solicitation and proposed.
(C) Mission Unique Capabilities (SubCLIN 103): A single fixed-price shall be proposed for each order year through 2026 for the ‘Additional 6-month docked operations’ and ‘Fast Transit to Gateway’ capabilities (if not included in baseline service). The price shall reflect the fully burdened price, including profit, to provide these additional capabilities on a GLS Mission.

(D) Special Tasks and Studies (CLIN 3): A single fixed-price labor rate shall be proposed for each of the three labor categories, for each order year, through 2026 to reflect the composite labor mix for efforts that may be performed in support of SOW Section 7.0, Special Tasks and Studies. The composite hourly priced rates shall be fully burdened and include profit.

(3) Financial Information

(i) Financial Capability: In the proposal set marked “Original”, submit one copy of financial statements and accompanying notes for the two most recently completed fiscal years. In addition, provide data which show the amount of established and/or available lines of credit, the financial institution extending the line and the dollar amount (if any) presently in use. Provide the limits of the company’s general liability insurance coverage.

(ii) Security for Government Financing: Provide the form of security from FAR Subpart 32.202-4(b), (c), and (d) that will be provided to satisfy the requirement in clause 2.2.20, Security for Launch Service Payment Financing, paragraph (b). Supporting information shall be included to show that the offeror has the necessary resources to provide adequate security for all contract-financing payments. For an asset used as security, the offeror shall certify that the asset is free from any prior encumbrances. The Offeror may request the contracting officer consider the Offeror’s financial condition to be adequate security, provided the offeror agrees to provide additional security should that financial condition become inadequate as security (see paragraph (c) of the clause at 52.232-29, Terms for Financing of Purchases of Commercial Items).

(4) Government Furnished Equipment, Property and Services (GFEPS)

The Offeror shall identify in the ‘GFEPS’ spreadsheet found in Appendix A, GLS Pricing Workbook, all Government furnished services or property provided under other contracts and agreements that the Offeror (including subcontractors and teaming partners) intends to use on this contract.

(i) The first column in the template shall describe the GFEPS that is being used.

(ii) The second column shall identify the NASA location or other federal government entity where the GFEPS is located.
(iii) The third column shall identify the primary Government contact at that location for the referenced GFEPS and their phone number.

(iv) The fourth column shall provide the contract or agreement number.

(v) The fifth column shall identify the GFEPS as either “rent free” by stating “yes” or “no” if not “rent free.” “Rent free” is any GFEPS that has been supplied to the Offeror at no charge.

(vi) The sixth column shall be populated with the “rent” price of the GFEPS. “Rent” is the price of the GFEPS that is actually charged to the Offeror or the price that would be charged if the agreement with the federal government that allows it to be used, free of charge did not exist. If actual prices cannot be obtained from the government entity in time to be included in this proposal, the Offeror shall obtain a rough order of magnitude (ROM) price for the GFEPS from the government entity and include this price in the column.

(vii) The seventh column shall identify the basis for the estimate given in the previous column to include annotation whether an actual or ROM price was utilized.

(5) Milestone Payment Schedule: Offerors may update the Milestone Payment Schedules in clause 2.2.18, Milestone Payments, Events, and Completion Criteria, to match the associated work plans proposed in the Mission Suitability Volume. When additional milestone payments are proposed, the ‘Percent of Total Contract Value’ shall not exceed the percentage for the comparable events already established in the clause. When Milestone Payment Schedule updates are proposed, proposal shall include a narrative to explain the updates with supporting rationale.

(b) Volume II: Mission Suitability

(1) General Instructions: The Mission Suitability Volume shall be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Volume must demonstrate that the Offeror understands and has the ability to meet the requirements. Offerors shall include in the proposal any further discussion that they believe to be necessary or useful in demonstrating the Offeror’s ability to understand and perform the work under the contemplated contract. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. The Mission Suitability Volume must be self-contained and not incorporate proposal information by reference, to include links to websites or other information available on the internet.

Where subcontractors are proposed, the proposal shall clearly distinguish between the prime
contractor and the subcontractor work and responsibilities. The proposed responsibilities of the prime and subcontractors, including associated rationale, shall be identified and integrated into each part of the proposal, as applicable.

The Mission Suitability Volume will be divided as follows:

Subfactor A – Technical Approach
Subfactor B – Management Plan
Subfactor C – Small Business Utilization

(2) Mission Suitability Instructions by Subfactor

(i) Subfactor A – Technical Approach

(A) GLS Space System Architecture (*Contract Attachment 07*)

a. Design Reference Mission: The Offeror shall provide their proposed GLS Mission (CLIN 1) architecture to perform the requirements as described in the SOW sections 3-5 and other applicable requirement documents.

The Offeror shall describe all services, equipment, and infrastructure necessary to perform program management, mission operations, mission integration, launch site support, ground and flight system safety, and mission assurance.

The approach should take into account the need to have one successful flight of the common launch vehicle configuration before each GLS Mission. In addition, the approach shall describe the capability to provide, under the Mission Unique Capability subCLIN, additional docked operations support in 6-month increments and Fast Transit to Gateway, if that capability is not included and fully described in the baseline service.

The Government does not encourage or discourage offerors from proposing performance capabilities as part of the GLS Mission service that exceed the requirements of the SOW. If proposed, capabilities beyond the minimum GLS Mission requirements shall be within the Offeror’s proposed price and the offeror shall commit to providing the capability for each GLS Mission. The offeror shall describe the capability that exceeds the GLS Mission requirements.

b. Performance Capabilities: Describe the specific launch vehicle and logistic vehicle performance capabilities with supporting rationale showing how the approach will ensure mission success. At a minimum, the following items shall be addressed:

- Logistics vehicle mass
- Pressurized/unpressurized cargo mass
• Logistics vehicle pressurized volume
• Mission margins
• Power availability for payloads
• Data downlink and command capability
• Transit time to Gateway
• Cargo hand-over load schedule (Ref. SOW 4.1 and 4.2)

c. Gateway Integration Assessment: The Offeror shall describe its solution to address risks and plans for meeting Gateway integration requirements.

d. Application of Heritage Design(s): The Offeror shall describe the heritage of space components and systems that are already designed, operational, available, and applicable to the launch and logistics vehicles.

(B) GLS Mission Approach

The Offeror shall describe its approach to performing GLS Missions (CLIN 1) per the terms of this contract via submission of the Integrated Master Plan as described in the Data Requirements Description (DRD) GLS-001, Integrated Master Plan (IMP) & Integrated Master Schedule (IMS) and, in its entirety, DRD GLS-003, Mission Integration and Operations Management Plan (MIOMP).

(C) Specialized Missions Capability (Contract Attachment 08)

Offerors shall provide an overview of their ability to perform CLIN 2, Specialized Delivery Missions, (i.e. Robotic Arm or Other Lunar Enterprise Elements) as described in SOW sections 3 and 6. The response shall describe the extensibility of proposed system, with supporting rationale and assumptions, to deliver additional lunar exploration assets. Response shall also explain the Offeror’s launch vehicle selection approach, upmass capabilities, transfer vehicle capabilities, and maximum payload volume that will be available. The approach should take into account the need to have three successful flights of the common launch vehicle configuration before each Specialized Delivery Mission.

(D) NASA Insight and Approval

e. Compliance. Describe how the Offeror will comply with clause 2.2.16, NASA Insight and Approval, and SOW paragraphs 4.3, NASA Insight and Approval For Gateway Logistics Services Missions, and 6.3, NASA Insight And Approval For Specialized Delivery Missions.

f. Notification. Describe the methodology used by the Offeror for notifying NASA of qualification or test anomalies involving similar vehicles, systems, subassemblies and components.
g. Accommodations. Describe the proposed facilities and services that will be available at major manufacturing and engineering locations for NASA personnel performing insight and approval functions and describe the methodology for NASA personnel to access to insight and approval information remotely.

(E) Engineering

The Offeror shall describe their design and construction standards and specifications via submission of items Data Items 1 – 3 of DRD GLS-010, *Alternatives to NASA Standards and Specifications*.

(F) Work Plans

Offeror may propose changes to Attachment 9, Work Plans, with additions and updates to the ‘Program Event’ and ‘Accomplishment Criteria’ to align with the contractor’s standard service process as long as the proposed changes achieve a comparable outcome. Offeror shall populate proposed ‘L+’ dates for the last three milestones in each Work Plan. When updates are proposed to the milestones, they shall also be included in this volume and the Model Contract. Proposed updates shall not exceed the maximum integration periods below:

a. Initial GLS Mission (subCLIN 101): ATP shall be no earlier than L-48
b. Standard GLS Missions (subCLIN 102): ATP shall be no earlier than L-30

(ii) Subfactor B - Management Plan

The Offeror shall provide their plan for managing the GLS contract. Key features of that plan are the overall composition and structure of the operating entity, compliance with terms and conditions and regulations, and key business characteristics that demonstrate long-term sustainability of the proposed solution for the duration of this contract. The plan shall address the following areas:

(A) Organizational Structure: The Offeror shall provide their proposed organizational structure and overall project management approach for managing the SOW requirements under a fixed-price contract along with supporting rationale. Any risks associated with the approach should be identified and impacts addressed. The Offeror shall also address the ability to manage a fixed-priced contract.

(B) Associate Contractor Agreements: The Offeror shall described its approach for implementing the necessary Associate Contactor Agreements in accordance with clause, 2.2.32, Associate Contractor Agreements.

(C) Subcontract Management Plan (Contract Attachment 10): The Offeror shall describe its approach for managing subcontractors, including the flow down of
requirements and schedule management. This shall include teaming arrangements, communication channels, reporting relationships, and roles and responsibilities of any proposed subcontractors, team members, or joint venture partners. The Contractor shall identify all NASA and other local, state, federal and foreign government agreements required to perform the service. The Offeror shall provide evidence of teaming arrangements and include signed commitments to comply with the insight and approval requirements (clause 2.2.16, NASA Insight and Approval, and SOW paragraphs 4.3, NASA Insight and Approval For Gateway Logistics Services Missions, and 6.3, NASA Insight And Approval For Specialized Delivery Missions) from any major team member, subcontractor, sub-tier contractor, or supplier with an estimated value in excess of $50M or that will manufacture critical vehicle components (e.g., propulsion, avionics, flight controls, separation systems). The Offeror shall explain how NASA will be granted access to any subcontractor, or sub-tier contractors, regardless of dollar value, when insight and approval is required.

(D) Safety and Mission Assurance (S&MA) Plans: The Offeror shall provide their approach to safety and mission assurance via submission of their corporate S&MA Plans (Safety, Quality, Reliability, and Software) as described in DRD GLS-004, Safety and Mission Assurance Plan(s), including additional information needed specific to the GLS requirements. The corporate S&MA Plan will not be included as part of the total page count.

(E) Government Property Management Information: The Offeror shall submit the information required in NFS provision 1852.245-80, Government Property Management Information.

(iii) Subfactor C – Small Business

(A) Small Business Subcontracting Plan (Contract Attachment 11): Applicable to Large Business only. This solicitation contains FAR clause 52.219-9, Small Business Subcontracting Plan with Alternate II. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted by all large business offerors. For this procurement, NASA has determined that offerors shall propose goals based on their independent assessment of the small business subcontracting opportunities for this requirement pursuant to their standard company practices. A commercial plan is the preferred type of subcontracting plan for this procurement; however, offerors may choose to submit any form of plan as defined in 52.219-9.

(B) Commitment to the Small Business Program (All Offerors): All large and small business offerors shall describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered “high technology.” High Technology for this procurement includes, but is not limited to work such as manufacturing of composite materials, technical modeling and analysis,
other efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s). (Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

All large and small business offerors shall provide information demonstrating the extent of commitment to utilize small business concerns. Information provided should include a brief description of established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor-Protégé Program, counseling, market research and small business identification, and relevant purchasing procedures. For other than small business offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.

(c) Volume III: Past Performance

(1) Recent and Relevant Performance

The Offeror shall describe past performance on up to five (5) recent (within three (3) years from the RFP release date) contracts, task orders, and/or agreements similar in size, content, and complexity to the requirements of this solicitation. The same information shall be provided for each qualifying major team members, subcontractors, and suppliers. Major team members, subcontractors and suppliers are defined as those companies expected to contribute $50 million or more towards performance. For recent past performance contracts, the offeror shall include the following:

(i) Contract/Agreement name and number
(ii) Contractor Name, Cage Code and DUNS number
(iii) Government Agency/Company Name
(iv) Government/Company Point of Contact (address, telephone numbers, and e-mail)
   (Note: If a Government Agency, include both the Contracting Officer and Contracting Officer’s Representative points of contact)
(v) Total original and present or final contract value
(vi) Contract type
(vii) Method of acquisition (competitive or noncompetitive, contract or agreement)
(viii) Period of performance
   (Note: Offerors are advised that the Government’s evaluation of submitted contracts for past performance will include an evaluation of how recently performance has occurred. Only contracts with performance within 3 years prior to the release date of the solicitation will be considered recent.)
(ix) North American Industrial Classification System (NAICS) Code
Description of the services provided to include a discussion on the relevancy and magnitude of the effort(s) as they relate specifically to the GLS requirements.

Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned. Identify and explain successes, setbacks, and adherence to program schedules.

Status of Contract [current, terminated (if so, why), successfully completed (include completion date)]

Consent letters executed by each subcontractor, teaming partner, and/or supplier authorizing the release of past performance information so the Offeror can respond to such information. See Appendix B, Sample Consent Letter.

(2) Small Business Past Performance

The Offeror shall provide a statement of small business participation (targets, record, and type of work subcontracted) over the last three (3) years on work that is relevant to this effort, with special emphasis on the division of the company, which will perform the proposed contract. Copies of Summary Subcontracting Reports and Individual Subcontracting Reports (on relevant contracts) used to meet Federal reporting requirements should be part of the supporting information submitted.

(3) Mission Failure History

The Offeror shall furnish information for any launch and/or mission (Government or commercial) performed during the past three (3) years, which were less than fully successful. The Offeror shall provide a brief explanation of the condition that caused the failure and a summary of any corrective action taken as a result. The Offeror’s approach to determining probable root cause should be discussed as well as how impacts to subsequent missions and customers were mitigated. The same information shall be provided for each qualifying major team member, subcontractor, and supplier.

(4) Terminations

List any Government contracts terminated (partial or complete) within the past three (3) years and basis for termination (convenience or cause). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were subject to a deductive change (“de-scoped”) by the customer because of performance or cost problems. This is not limited to contracts cited in the Past Performance data of your proposal.

(5) Past Performance Questionnaires

For each of the contracts, task orders, and/or agreements in paragraph (1) of this section, the Offeror shall provide references from organizations and companies for whom work has been performed within the past three (3) years from the RFP release date.
For each Government organization and private sector customer, the Offeror, including any major team members, subcontractors and suppliers, shall provide their customer references with an Exhibit C, Past Performance Questionnaire. The Offeror shall request the customer references to fully complete the questionnaire and to return it in accordance with the instructions on the form, on or before the Volume IV due date. The questionnaires are not subject to the page limitation constraints.

Where an Offeror chooses to request, from a civil servant employee, that a past performance questionnaire be submitted on its behalf for its proposed key personnel, please be advised that a Limited Communications Notice (LCN) has been issued in conjunction with this solicitation. The LCN directs that all civil service personnel at KSC shall refrain from communicating with industry on any matters related to this competitive procurement; as a result, while the civil servants may respond to the past performance questionnaire they will be unable to provide status to the Offeror, or communication in any other fashion with the Offeror, about that past performance request.
SECTION 7 - EVALUATION FACTORS FOR AWARD

7.1 MINIMUM CONTRACT REQUIREMENTS

Proposals which do not demonstrate compliance with clause 2.2.22, Domestic Source Criteria, will be determined non-compliant and excluded from the evaluation.

7.2 GENERAL CRITERIA

(a) The Government will conduct this commercial, competitively negotiated, acquisition in accordance with FAR 12.203, Procedures for Solicitation, Evaluation, and Award, in conjunction with FAR Part 15.3, Source Selection, and NFS Part 1815.3, Source Selection. The Government will use a trade-off process, as described in FAR 15.101, to obtain the best value for the Government. The attention of offerors is particularly directed to NFS 1815.305, Proposal Evaluation, and to NFS 1815.305-70, Identification of Unacceptable Proposals.

(b) During the proposal evaluations, the team will consider significant strengths, strengths, deficiencies, weaknesses, and significant weaknesses and the impact of each on performance in terms of benefit or risk. An Offeror’s assertion of strengths in the proposal does not mean that the evaluation team will reach the same conclusion in its assessment. Under the Mission Suitability factor, areas are noted in which an Offeror may be rated more favorably for exceeding minimum requirements; however, the evaluation team is not limited to finding strengths in only these areas.

(c) Proposals shall be prepared as prescribed in this RFP. Accordingly, the Government reserves the right to reject proposals determined unacceptable as described under NFS 1815.305-70, Identification of unacceptable proposals. Furthermore, proposals with exceptions to the terms and conditions, inaccurate conditional assumptions or new terms, conditions, or clauses may result in the proposal being determined unacceptable, may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror’s competitive standing.

(d) Administration: The Contracting Officer will review the administrative information in Volume I for completeness and may identify to the Offeror omissions necessary for correction. This review is separate from the Mission Suitability evaluation. For the Organizational Conflict of Interest (OCI) Avoidance Plan, the Contracting Officer will also identify areas in which proposed mitigation requires further action. As such, the Government may communicate, outside of discussions, with any Offeror at any time during the evaluation process concerning the administrative information; however, substantive omissions may result in the proposal being ineligible for award. At contract award, the Representation and Certifications and shall be incorporated by reference into the contract in accordance with 52.212-4(v) and the OCI Avoidance Plan shall be incorporated into the contract as Attachment 06.
7.3 ADDENDUM TO FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

  Factor 1: Price
  
  Factor 2: Mission Suitability
  
  Factor 3: Past Performance

Price is more important than Mission Suitability, which is more important than Past Performance. Mission Suitability and Past Performance, when combined, are approximately equal to Price.

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

(c) Factor 1: Price

  (1) Price: The Government will conduct price proposal evaluations in accordance with FAR Subpart 15.4. The Government will perform a price analysis in accordance with FAR 15.404-1(b). Unbalanced pricing will be considered in accordance with FAR 15.404-1(g). Cost analysis may be performed with other than certified cost or pricing data, if necessary, to support a fair and reasonable price determination in accordance with FAR 15.404-1(c) and additional information may be requested to support this analysis.

    i. Price Analysis

    Total Evaluated Price (TEP): The TEP will be used to evaluate the reasonableness of the proposed prices for the baseline GLS missions via a comparison with other competitively proposed prices and other techniques from FAR 15.4, if needed. The TEP will be calculated via a summation of the following:

    Initial GLS Mission (SubCLIN 101) – Average Initial GLS Mission price for order years 2020-2023;

    Standard GLS Missions (SubCLIN 102) – Average Standard GLS Missions price of order years 2020-2026, multiplied by two;
Mission Unique Capabilities (SubCLIN 103)
– Summation of all order year prices for ‘Additional 6-month docked operations’
capability;
– Average price of all order years for Fast Transit to Gateway;

Special Tasks and Studies (CLIN 3) – Summation of the proposed labor rates,
multiplied by the hours shown for evaluation purposes only in Appendix A, GLS
Pricing Workbook.

TEP Adjustment: The GFEPS spreadsheet will be evaluated to determine if “rent free”
government equipment, property or services are being provided to the Contractor in a
manner that gives them a competitive advantage. The information will be used in
accordance with FAR 45.202(a) to make any necessary adjustments to the TEP where
advantages are found.

ii. **Unbalanced Pricing:** The Government will evaluate the Offeror’s proposed prices
for unbalanced pricing in accordance with FAR 15.404-1(g). Unbalanced pricing exists
when, despite an acceptable TEP, the price of one or more contract line items is
significantly over or understated as indicated by the application of cost or price analysis
techniques. An offer may be rejected if the contracting officer determines that the lack of
balance poses an unacceptable risk to the Government.

iii. **Financial Information:**

1. **Financial Capability:** Offerors will be evaluated for their demonstrated financial
capability to provide GLS services and properly execute multiple task orders under a
contract of this type and magnitude. This information may also be used to support a
responsibility determination in accordance with FAR Subpart 9.1.

2. **Security for Government Financing:** The Offeror’s proposed security for
Government financing will be evaluated to determine if there is adequate security
available to cover future financing payments.

iv. **Milestone Payment Schedule:** The Offeror’s Milestone Payment Schedules will be
evaluated for conformance to proposed work plans and milestone payment limitations for
events shown in clause 2.2.18, *Milestone Payments, Events, and Completion Criteria*.

(d) **Factor 2: Mission Suitability**

(1) Evaluation of the Mission Suitability factor and associated subfactors will focus on the
Offeror’s technical ability, approach to management of the Gateway logistics services, and
the proposed small business utilization. The Mission Suitability Factor consists of three
Proposals will be evaluated and scored numerically for these subfactors as set forth below:
Each Mission Suitability subfactor will be evaluated as described below and then rated and scored in accordance with NFS 1815.305(a)(3)(A).

(i) Technical Approach

1. GLS Space System Architecture: The evaluation will assess the overall understanding of GLS Missions requirements and the Offeror’s technical capability in the areas below. When additional capabilities are proposed, the Government will evaluate the benefits, credibility, and risk of the Offeror’s proposed capabilities beyond the minimum needed to meet the NASA unique requirements. The Space System Architecture will be incorporated into the contract as Attachment 07.

h. Design Reference Mission: NASA will evaluate the risk and feasibility of the proposed Design Reference Mission as it relates to the Offeror’s ability to perform GLS Missions under CLIN 1, as described in the SOW and supporting requirements documents.

i. Performance Capabilities: NASA will evaluate the risk and feasibility of the proposed Performance Capabilities as they relate to the Offeror’s ability to perform GLS Missions under CLIN 1, as described in the SOW and supporting requirements documents.

Solutions exceeding the minimum pressurized and/or unpressurized upmass capability may be rated more favorably if it is determined to be advantageous to the Government.

Solutions with increased resources provided to payloads, such as power, data storage and uplink/downlink capabilities, may be rated more favorably than those meeting the minimum requirement if it is determined to be advantageous to the Government.

Solutions with robust launch and logistic vehicle mission margins (e.g. batteries, delta-v, and telemetry downlink) may be rated more favorably if it is determined to be advantageous to the Government.

j. Gateway Integration Assessment: NASA will evaluate the Offeror’s technical approach, risks, and plans for meeting Gateway integration requirements to perform GLS Missions under CLIN 1, as described in the SOW and supporting

<table>
<thead>
<tr>
<th>Mission Suitability Subfactors</th>
<th>Weight (Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Approach</td>
<td>550</td>
</tr>
<tr>
<td>Management Plan</td>
<td>400</td>
</tr>
<tr>
<td>Small Business Utilization</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

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Gateway Logistics Services

Section 7
requirements documents. NASA will evaluate the impact of the Gateway integration approach on the delivery of services under this contract. NASA will evaluate the Offeror’s approach to Gateway integration for its impact on NASA.

k. Application of Heritage Design(s): NASA will evaluate the use of Heritage Design(s) as they relate to the Offeror’s ability to perform GLS Missions under CLIN 1, as described in the SOW and supporting requirements documents.

   Solutions using heritage components and systems with high level of demonstrated reliability in space applications may be rated more favorably if it is determined to be advantageous to the Government.

   Solutions proposing launch vehicles that are formally certified to the highest level by NASA or the Air Force may be rated more favorably if it is determined to be advantageous to the Government.

2. GLS Mission Approach: NASA will evaluate the risk and feasibility of the Offeror’s approach for the delivery of services as reflected in DRD GLS-003, Mission Integration and Operations Management Plan and the Integrated Master Plan in DRD GLS-001, Integrated Master Plan (IMP) & Integrated Master Schedule (IMS). NASA will pay particular attention to the Offeror’s cargo integration and processing approach and flows as well as their mission operations approach; the Offeror’s understanding of the timing of the key reviews; and, the content of the various products and mission requirements as described in the statement of work. NASA will evaluate the Offeror’s approach to the delivery of services for its impact on NASA.

   Solutions that offer NASA more flexibility in assignment, reassignment, packing, and late handover of cargo and payloads for integration and processing may be rated more favorably if it is determined to be advantageous to the Government.

   Solutions that offer more efficient on-orbit cargo and trash storage solutions that minimizes crew time required to access cargo and store trash may be rated more favorably if it is determined to be advantageous to the Government.

3. Specialized Missions Capabilities: NASA will evaluate the risk and feasibility of the proposed capabilities that will be available to perform specialized Gateway missions. The Specialized Missions Capabilities will be incorporated into the contract as Attachment 08.

4. NASA Insight and Approval: NASA will evaluate the proposed insight and approval process and approach for providing to NASA personnel the necessary technical, schedule, and risk data, along with other applicable information. The evaluation will take into account the process for providing this information to NASA personnel remotely or on-site at Contractor facilities. In addition, the
evaluation will assess the Offeror’s proposed methodology to notify NASA of design, production or operational changes, as well as flight, qualification, or test issues and anomalies involving vehicles, systems, subassemblies, and components related to those proposed for logistics services missions.

5. Engineering: NASA will evaluate the completeness, suitability, and feasibility of the Offeror’s submission of Data Items 1 – 3 for DRD GLS-010, *Alternatives to NASA Standards and Specifications*.

6. Work Plans: Proposed updates will be evaluated for conformance with the solicitation requirements and feasibility to meet required milestones based on the proposed technical solution. The updated Work Plans will be incorporated into contract Attachment 9.

ii. Management Plan

The overall Offeror’s Management Plan will be evaluated on its ability to ensure mission success taking into account its effectiveness, credibility, suitability, and risk in addition to the items below.

1. Organizational Structure: NASA will evaluate the Offeror’s proposed management team as well as its organizational structure and its effectiveness in being able to manage a fixed-price contract.

2. Associate Contractor Agreements: NASA will evaluate the feasibility of the Offeror’s proposed approach for implementing Associate Contractor Agreements.

3. Subcontract Management Plan: NASA will evaluate the teaming arrangements (including those with NASA and other local, state, federal and foreign governments), the approach for managing subcontractors, communication methods between the teaming arrangement parties and NASA, and methods for flow-down of insight and approval requirements. The Subcontract Management Plan will be incorporated into the contract as Attachment 10.


5. Government Property Management Information: Will be evaluated for completeness and applicability to the proposed technical solution.

iii. Small Business Utilization

1. Small Business Subcontracting Plan (Large business only): The Offeror’s Small Business Subcontracting Plan will be evaluated for appropriateness of the total proposed small business subcontracting goals and the proposed goals by small
business category, as supported by the Offeror’s independent assessment of subcontract opportunities for this requirement. The Offeror’s Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements, and NFS, 1819.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value. The Small Business Subcontracting Plan will be incorporated into the contract as Attachment 11.

2. Commitment to the Small Business Program (All Offerors)

a. NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as “high technology.”

b. NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if subcontracting opportunities exist).

c. NASA will evaluate the Offeror’s established or planned procedures and organization structure for small business outreach, assistance, participation in the Mentor-Protégé Program, counseling, market research and small business identification, and relevant purchasing procedures. (For large business offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist).

(e) Factor 3: Past Performance

The Government will conduct its past performance evaluation in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The Government will evaluate the performance of the Offeror (to include proposed major team members, subcontractors and suppliers) in the areas of technical, schedule, management, small business, cost/price, and mission success.

Recent: Only efforts performed during the past three years prior to solicitation release will be considered in this evaluation. Furthermore, the Government will not consider efforts on newly awarded contracts without any assessable performance completed.

Relevant: Each past performance citation will be assessed for relevancy using the following definitions taking into consideration the effort’s size, content, and complexity in relation to the requirements of this acquisition:

<table>
<thead>
<tr>
<th>Relevant</th>
<th>Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somewhat Relevant</td>
<td>Present/past performance contractual effort involved some of the magnitude of effort and complexities than this solicitation requires.</td>
</tr>
</tbody>
</table>
Not Relevant

Present/past performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

The evaluation will consider the Offeror’s inputs (to include major team members, subcontractors, and suppliers), responses from references, and information available in the Contract Performance Assessment Reporting System (CPARS). The Government may consider among other things, source of the information, context of the data, and general trends in the Offeror’s performance. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation.

In the case of an Offeror without a record of relevant past performance, or for whom information on past performance is not available, the Government will not evaluate the Offeror favorably or unfavorably on past performance.