

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>TBD</b>	PAGE 1 OF <b>157</b>		
2. CONTRACT NO. <b>TBD</b>	3. AWARD/EFFECTIVE DATE <b>TBD</b>	4. ORDER NUMBER <b>N/A</b>	5. SOLICITATION NUMBER <b>80KSC022R0012</b>	6. SOLICITATION ISSUE DATE <b>04/08/2022</b>			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME <b>agency-nasacommsservices@mail.nasa.gov</b>	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME		
9. ISSUED BY <b>NASA/John F. Kennedy Space Center Office of Procurement, Mail Code OP</b>			CODE <b>KSC</b>	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <b>100 % FOR:</b>			
			<input type="checkbox"/> SMALL BUSINESS	WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>541820</b>			
			<input type="checkbox"/> HUBZONE SMALL BUSINESS	EDWOSB			
			<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> 8 (A) <b>\$16.5 million</b>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>NET 30 days</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING <b>N/A</b>			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO <b>NASA/John F. Kennedy Space Center Office of Procurement, Mail Code OP</b>			CODE <b>KSC</b>	16. ADMINISTERED BY <b>NASA/John F. Kennedy Space Center Office of Procurement, Mail Code OP</b>			
17a. CONTRACTOR/ OFFEROR			CODE	18a. PAYMENT WILL BE MADE BY <b>See Contract Clause C.1</b>			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>NASA Communication Services Contract (see Section B)</b>						
				<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4. FAR 52.212-3 AND 52 212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NASA Communication Services Contract (see Section B)				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

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## SECTION B. CONTINUATION OF THE SF 1449

### B.1. CONTRACT TYPE

This is a Firm Fixed-Price (FFP) contract that also includes an Indefinite-Delivery/Indefinite-Quantity (IDIQ) ordering mechanism providing for issuance of FFP, FFP Level of Effort (LOE) and Time and Material (T&M) task orders for services on an IDIQ basis.

### B.2. SCHEDULE OF SUPPLIES/SERVICES

- (a) 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 provide communication services in accordance with the attachments, exhibits, and documents specified in Section D, and as specified in task orders for additional services pursuant to B.8 Task Ordering Procedures.
- (b) Management and Reporting Requirements work provided under this contract is as follows (excludes IDIQ services): Refer to Attachment D-1, *Performance Work Statement (PWS)*, Section 3.0. Management and Reporting Requirements work efforts shall be invoiced against the corresponding Contract Line Item Number (CLIN) in accordance with paragraph (e) below.
- (c) Core work provided under this contract is as follows (excludes IDIQ services): Refer to Attachment D-1, *Performance Work Statement (PWS)*, sections identified as “core” in Section 4.0. Core work efforts shall be invoiced against the corresponding Contract Line Item Number (CLIN) in accordance with paragraph (e) below.
- (d) All IDIQ services shall be initiated through task orders issued by the following ordering activities: Kennedy Space Center (KSC), Johnson Space Center (JSC), and Marshall Space Flight Center (MSFC), and as authorized by the KSC ordering activity (see B.11, Contract Administration).
  - (1) Task orders shall be issued in accordance with B.5, FAR 52.216-18 Ordering; B.6, FAR 52.216-19 Order Limitations; and B.8, Task Ordering Procedures, and subject to the terms and conditions of this contract.
  - (2) FFP and FFP LOE Task orders shall be subject to NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract).
- (e) The contract value and periods for management and reporting requirements and core work (excludes IDIQ) are specified in Table B.2 Contract Value – Management and Reporting Requirements & Core Work:

[GFI = The Government will complete Table B.2. with the offeror's pricing proposed in Attachment F-4, NCS Price Proposal Template.]

**Table B.2. Contract Value– Management and Reporting Requirements & Core Work**

<b>CLIN</b>	<b>Description</b>	<b>Value</b>	<b>Option Status</b>
001	Base Period – Management and Reporting Requirements (FFP)	<b>GFI</b>	N/A
002	Base Period – Core (FFP)	<b>GFI</b>	N/A
003*	Option 1 – Management and Reporting Requirements (FFP)	<b>GFI</b>	Not Exercised
004	Option 1 – Core (FFP)	<b>GFI</b>	Not Exercised
005*	Option 2 – Management and Reporting Requirements (FFP)	<b>GFI</b>	Not Exercised
006	Option 2 – Core (FFP)	<b>GFI</b>	Not Exercised
007*	Option 3 – Management and Reporting Requirements (FFP)	<b>GFI</b>	Not Exercised
008	Option 3 – Core (FFP)	<b>GFI</b>	Not Exercised
	<b>Total Value of Base and All Exercised Options</b>	<b>GFI</b>	

\*The Government will exercise these options if the associated core option is exercised OR if any IDIQ task order(s) have a period of performance existing during that option period.

- (f) The maximum amount under CLIN 009, IDIQ services, which may be required under this contract is the \$183 million over the five-year ordering period. Except as may be expressly stated in this contract, all contract period prices and fully-burdened hourly rates (see section B.3 Hourly Rates) include all wages, fringe benefits, general and administrative, overhead, profit, and any other direct and indirect costs including, but not limited to, workforce training and certifications/recertifications, materials, tools, equipment, vehicles, transportation, and internal work processes.

(End of clause)

**B.3. HOURLY RATES**

This clause sets forth the fixed, fully-burdened hourly labor rates to be utilized in negotiating new task orders and amendments to existing task orders, and ordering additional requirements as needed. These rates shall be utilized to place firm-fixed price (FFP), FFP LOE, or T&M type task orders, and, if necessary, negotiate changes to core work requirements. The hourly rates will not be associated with any work in CLINs 001, 003, 005, and 007.

**Table B.3. Hourly Rates**

See Attachment D-17, *Indefinite-Delivery Indefinite-Quantity (IDIQ) Rates Schedule*.

[The Government will complete Table B.3./Attachment D-17 with the offeror's pricing proposed in Attachment F-4, NCS Price Proposal Template.]

(End of clause)

**B.4. CUMULATIVE VALUE OF TASK ORDERS**

Refer to Attachment D-18, *Indefinite-Delivery Indefinite-Quantity (IDIQ) Task Order (TO) Summary*, for a list of task orders issued in accordance with B.2 Schedule of Supplies/Services.

**B.5. FAR 52.216-18 ORDERING (AUG 2020)**

- (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 from: see B.9. Period of Performance.
- (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) A delivery order or task order is considered "issued" when-
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either-
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

**B.6. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250, 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 in excess of \$30 million;

- (2) A series of orders from the same ordering office within 30 days that together call for amounts exceeding \$60 million.
- (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 3 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)

**B.7. 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 Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2029.

(End of clause)

**B.8. TASK ORDERING PROCEDURES****B.8.1. HOURLY RATES**

Task orders priced in accordance with the rates specified in B.3, Hourly Rates, are subject to the ordering procedures specified in B.8.2, NFS 1852.216-80 Task Ordering Procedure, Alternate II. The procedures of B.8.2, NFS 1852.216-80 Task Ordering Procedure, Alternate II shall also apply to travel in accordance with Attachment D-1, *Performance Work Statement (PWS)*. Travel shall not be subject to fee or profit.

(End of clause)

**B.8.2. NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) ALTERNATE II (APR 2018)**

- (a) Only a Contracting Officer from an ordering activity specified in B.2, Schedule of Supplies/Services, paragraph (b), may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule (hereinafter “ordering activity Contracting Officer”). The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the ordering activity Contracting Officer.
- (b) Prior to issuing a task order, the ordering activity Contracting Officer shall provide the Contractor with the following data:
  - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within five business days after receipt of the ordering activity Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the ordering activity Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.

- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the ordering activity Contracting Officer within three calendar day after receipt of the task order.
  - (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
  - (g) The ordering activity Contracting Officer may amend tasks in the same manner in which they were issued.
  - (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
  - (i) Contractor shall submit progress reports, as required. When required, the reports shall contain, at a minimum, the following information:
    - (1) Contract number, task order number, and date of the order.
    - (2) Price and billed amounts to date for each task order.
    - (3) Significant issues/problems associated with the task order.
    - (4) Status of all task order issued under the contract.
    - (5) Invoice number.

(End of clause)

**B.9. PERIOD OF PERFORMANCE**

- (a) For purposes of management and reporting requirements work and core work (as described in B.2, Schedule of Supplies/Services), the period of performance of this contract is as follows:

Base Period: March 1, 2023, through September 30, 2024

Option Period 1: October 1, 2024, through February 28, 2026

Option Period 2: March 1, 2026, through February 28, 2027

Option Period 3: March 1, 2027, through February 29, 2028

- (b) The ordering period for IDIQ services is from March 1, 2023, through February 29, 2028, and is independent of the exercise of options identified in paragraph (a).
- (c) The period of performance dates are subject to change and are based on the assumption that the successful offeror will commence performance under this contract on March 1, 2023. If the Government revises the contract start date or suspends performance prior to contract start, then the period of performance will be adjusted by the number of calendar days that performance was revised or delayed, except to the extent that the delay in performance results from the failure of the contractor to execute the contract.

(End of clause)

**B.10. PLACE OF PERFORMANCE**

- (a) Services to be performed under this contract shall be performed at the following locations: Ames Research Center (ARC), Armstrong Flight Research Center (AFRC), Glenn Research Center (GRC), Goddard Space Flight Center (GSFC), Headquarters (HQ), Johnson Space Center (JSC), Kennedy Space Center (KSC), Langley Research Center (LaRC), Marshall Space Flight Center (MSFC), Stennis Space Center (SSC), satellite center locations (such as Wallops Flight Facility (WFF), excluding White Sands Testing Facility (WSTF) and Jet Propulsion Laboratory (JPL)), and such other places of performances as required in this contract.
- (b) The Government may require performance at the Contractor's facility when facility/office space will not be provided by the Government

(End of clause)

**B.11. CONTRACT ADMINISTRATION**

- (a) This contract will be administered by the contracting activity identified in Block 16 of the SF 1449. Task Orders issued by the ordering activity Centers (KSC, JSC & MSFC) will be



administered by the ordering activity Contracting Officer, Resource Analyst, and Technical Manager at each Center.

- (b) The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer.
- (c) In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.
- (d) Any request for contract changes/modifications shall be submitted to the Contracting Officer.
- (e) All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

(End of clause)

## **B.12. LEVEL OF EFFORT/TIME & MATERIAL TASK ORDERS**

### **B.12.1.OVERTIME APPROVAL**

Approval of Overtime Work:

The Contracting Officer (CO) will authorize a not-to-exceed overtime amount in task orders. No work shall be performed in overtime status in the absence of such specific authority in a task order. Specific instances of work at overtime status shall be approved in advance by the NASA Contracting Officer's Representative (COR) or the CO. The contractor shall submit email requests for overtime approval simultaneously to the requiring organization and the COR. Requests shall identify the task order, the involved labor category(s), a brief description of the circumstances for the request, a fixed number of hours and the period of time when overtime will be required. Overtime is considered any productive hours greater than 40 hours per week.

(End of clause)

### **B.12.2.OTHER DIRECT COST APPROVAL**

Approval of Other Direct Cost (ODC):

- (a) The CO will authorize a not-to-exceed ODC amount in task orders through the task order ODC. No work shall be performed in the absence of such specific authority under task order.

- (b) Purchase of material, equipment and other non-labor cost shall be approved in advance by the NASA COR or the CO. The contractor shall submit an email request for approval on a quarterly basis simultaneously to the requiring organization and the COR. Requests shall identify the Task Order, estimate of purchase, and justification/rationale for purchase.

(End of clause)

### SECTION C. CONTRACT CLAUSES

Refer to Block 27a of the Standard Form 1449, which incorporates FAR 52.212-4, Contract Terms and Conditions–Commercial Items (Nov 2021) by reference. FAR 52.212-4 is applicable to the contract, and FFP and FFP LOE orders. FAR 52.212-4 Contract Terms and Conditions–Commercial Items–Alternate I (Nov 2021), which this contract hereby incorporates by reference, is only applicable to T&M orders.

#### **C.1. ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS–COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES AND FAR 52.212-4, CONTRACT TERMS AND CONDITIONS– COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES –ALTERNATE I: TAILORED PARAGRAPHS**

Paragraph (g) is tailored to add the following paragraphs (all other terms and conditions set forth therein remain the same):

- (3) The Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- (4) Improper invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/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 (3) of this section.
- (5) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.
- (6) The Contractor shall apply any required deductions on the invoice as specified in Clause C.27. The Contractor shall specifically separate out these deductions on the invoice for clear tracability/evidence of deduction.

(End of addendum)

#### **C.2. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

(a) Definitions. As used in this clause–

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

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

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

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

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

- (b) Safeguarding requirements and procedures.
- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
    - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
    - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
    - (iii) Verify and control/limit connections to and use of external information systems.
    - (iv) Control information posted or processed on publicly accessible information systems.
    - (v) Identify information system users, processes acting on behalf of users, or devices.
    - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
    - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
    - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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

(End of clause)

**C.3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)**

- (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 products and commercial services:
- (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
  - (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
  - (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
  - (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (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 products and commercial services:
- (1)  52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
  - (2)  52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
  - (3)  52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - (4)  52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
  - (5) [Reserved].
  - (6)  52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - (7)  52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

- (8)  52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- (9)  52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)  52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).
- (12)  52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sept 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (13) [Reserved]
- (14)
  - (i)  52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - (ii)  Alternate I (Mar 2020) of 52.219-6.
- (15)
  - (i)  52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - (ii)  Alternate I (Mar 2020) of 52.219-7.
- (16)  52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)
  - (i)  52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).
  - (ii)  Alternate I (Nov 2016) of 52.219-9.
  - (iii)  Alternate II (Nov 2016) of 52.219-9.
  - (iv)  Alternate III (Jun 2020) of 52.219-9.
  - (v)  Alternate IV (Sep 2021) of 52.219-9.

(18)

- (i)  52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii)  Alternate I (Mar 2020) of 52.219-13.

(19)  52.219-14, Limitations on Subcontracting (Sep 2021) (15 U.S.C. 637(a)(14)).

(20)  52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21)  52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

(22)

- (i)  52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).
- (ii)  Alternate I (MAR 2020) of 52.219-28.

(23)  52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (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 (Sep 2021) (15 U.S.C. 637(m)).

(25)  52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

(26)  52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

(27)  52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(28)  52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

(29)  (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(30)

- (i)  52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii)  Alternate I (Feb 1999) of 52.222-26.

(31)



- (i)  52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - (ii)  Alternate I (Jul 2014) of 52.222-35.
- (32)
- (i)  52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
  - (ii)  Alternate I (Jul 2014) of 52.222-36.
- (33)  52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (34)  52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35)
- (i)  52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36)  52.222-54, Employment Eligibility Verification (Nov 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)
- (37)
- (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.)
- (38)  52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39)  52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)
- (i)  52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

- (ii)  Alternate I (Oct 2015) of 52.223-13.
- (41)
- (i)  52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
  - (ii)  Alternate I (Jun 2014) of 52.223-14.
- (42)  52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (43)
- (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.
- (44)  52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45)  52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46)  52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)
- (i)  52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
  - (ii)  Alternate I (Jan 2017) of 52.224-3.
- (48)  52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).
- (49)
- (i)  52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021)(41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - (ii)  Alternate I (Jan 2021) of 52.225-3.
  - (iii)  Alternate II (Jan 2021) of 52.225-3.
  - (iv)  Alternate III (Jan 2021) of 52.225-3.

- (50) [ ] 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) [ ] 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [ ] 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
- (53) [ ] 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) [ ] 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) [ ] 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- (56) [ ] 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) [ ] 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) [X] 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) [ ] 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) [ ] 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (61) [ ] 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (62) [ ] 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (63)
- (i) [ ] 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- (ii) [ ] Alternate I (Apr 2003) of 52.247-64.
- (iii) [ ] Alternate II (Nov 2021) of 52.247-64.

- (c) 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 products and commercial services:
- (1)  52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (2)  52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). Fill in: None.
  - (3)  52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4)  52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5)  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).
  - (6)  52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (7)  52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).
  - (8)  52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (9)  52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (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, as defined in FAR 2.101, on the date of award of this contract, 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 products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
- (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 (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (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.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)
  - (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (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 Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O.13706).
- (xix)
  - (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (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 (Nov 2021) (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**C.4. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days before the contract expires.

(End of clause)

**C.5. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

**C.6. FAR 52.219-17 SECTION 8(A) AWARD (OCT 2019)**

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has

been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C.637(a)).

- (2) Except for novation agreements, delegates to the KSC ordering activity the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
  - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
  - (4) To notify the NASA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
  - (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.
- (b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

**C.7. FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) PARTICIPANTS (MAR 2020)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan;
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.



- (d) The [OFI] will notify the NASA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

### **C.8. 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):

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

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

(End of clause)

### **C.8.1. CLAUSES INCORPORATED BY REFERENCE**

RESERVED	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 52.204-18		COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
FAR 52.204-19		INCORPORATION OF REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
FAR 52.222-1		NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.223-19		COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011) (Note: This clause is limited to the exhibit shops at GRC, JSC, and MSFC)
FAR 52.227-16		ADDITIONAL DATA REQUIREMENTS (JUN 1987)
FAR 52.227-17		RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)
FAR 52.228-5		INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN1997)
FAR 52.232-18		AVAILABILITY OF FUNDS (APR 1984)

FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)
FAR 52.245-1	GOVERNMENT PROPERTY (SEP 2021) (Note: This clause applies to FFP LOE and T&M task orders)
FAR 52.245-1	GOVERNMENT PROPERTY (SEP 2021)–ALTERNATE I (APR 2012) (Note: This clause applies to FFP core and FFP task orders)
FAR 52.245-9	USE AND CHARGES (APR 2012)
RESERVED	
NFS 1852.211-70	PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)
NFS 1852.215-84	OMBUDSMAN (NOV 2011)
NFS 1852.223-70	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)
NFS 1852.223-71	AUTHORIZATION FOR RADIO FREQUENCY (APR 2015)
NFS 1852.223-74	DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015)
NFS 1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)–ALTERNATE I (FEB 2006)
NFS 1852.277-88	GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)
NFS 1852.228-75	MINIMUM INSURANCE COVERAGE (OCT 1988)
NFS 1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
NFS 1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
NFS 1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
NFS 1852.242-72	DENIED ACCESS TO NASA FACILITIES (OCT 2015)
NFS 1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)
NFS 1852.247-71	PROTECTION OF THE FLORIDA MANATEE (JUN 2018)
(End of clauses)	

**C.9. FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

**C.9.1. NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION 21-01)**

- (a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.
- (c) Definitions.
  - (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
  - (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
  - (3) IT Security Management Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

- (4) IT Security Plan. This is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.
- (d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.
- (e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

#### **C.10. NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (JUL 2015)**

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA is committed to protecting the safety and health of the public, our team members, and those assets that the Nation entrusts to the Agency.

- (b) The Contractor shall have a documented, comprehensive and effective health and safety program with a proactive process to identify, assess, and control hazards and take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c) in subcontracts that exceed the simplified acquisition threshold where work will be conducted completely or partly on Federally-controlled facilities.

(End of clause)

#### **C.11. 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 any NASA center or satellite location, 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)

#### **C.12. NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)**

- (a) Of the total price of CLIN 001 and CLIN 002, funding in the amount of [see Table C.12 Contract Funding] is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

##### **Table C.12 Contract Funding**

Refer to individual task orders for funding available for IDIQ services.

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)
- (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until \_\_\_\_\_.
  - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
  - (3)
    - (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
    - (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
  - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

#### **C.12.1.NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall
  - (1) Notify the Contracting Officer reasonably in advance; and
  - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

<b>Labor Category</b>	<b>Employee Name</b>
Program Manager	OFI
Deputy Program Manager	OFI
Business Manager	OFI

(End of clause)

### **C.12.2.KEY PERSONNEL MINIMUM QUALIFICATION REQUIREMENTS**

The contractor shall comply with all requirements contained in Attachment D-1, *Performance Work Statement*, and Attachment D-6, *Standard Labor Categories*, when replacing any of the key personnel.

(End of clause)

### **C.13. NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (DEVIATION 15-03D)**

- (a) Definitions, as used in this clause.

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

“Covered foreign country” means the People’s Republic of China. “Covered telecommunications equipment or services” means—

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

For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be



an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

- (b) The NASA Headquarters (HQ) Office of the Chief Information Officer (OCIO), Office of Cyber Security Services (OCSS) will review the contractor’s supply chain for the risk of cyber-espionage or sabotage before acquiring any high impact or moderate-impact IT systems or covered telecommunications equipment or services. The OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact. The NASA HQ OCIO OCSS will use the definition of covered telecommunications equipment or services to determine if a telecommunications or video surveillance equipment or service meets that definition.
- (c) The Contractor shall provide the following information for any IT system, or component thereof, or covered telecommunications equipment or services to be provided in performance of the contract:
  - (1) A brief description of the item(s).
  - (2) The vendor/manufacturer’s company name and address.
  - (3) If known, the vendor/manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.
- (d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section, in addition to the reporting requirements submitted by the contractor in accordance with paragraph (d) of the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (if applicable), to the NASA HQ OCIO IT OCSS, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system, or component thereof, or covered telecommunications equipment or service the NASA HQ OCIO OCSS deems to be high impact or moderate impact or covered telecommunications equipment or services] unless the HQ OCIO OCSS determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, or covered telecommunications equipment or service to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system solution.

- (e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

(End of clause)

**C.14. NFS 1852.245–71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JUN 2018)**

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

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

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements.

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal

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

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

(b)

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

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

- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to off-site use of property by contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.
- (c) The following property and services are provided if checked: See Attachment D-14, *Installation-Provided Property and Services*.

(End of clause)

#### **C.15. 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 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: Refer to individual task orders.
- (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)

**C.16. 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 in each individual task order.

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

(End of clause)

**C.17. RESERVED**

**C.18. RESERVED**

**C.19. NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

- (a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change:
- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
  - (2) Alters physical inventory timing or procedures;
  - (3) Alters recordkeeping practices;
  - (4) Alters practices for recording the transport or delivery of Government property; or
  - (5) Alters practices for disposition of Government property.

(End of clause)

**C.20. LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1**

For performance of work under this contract, the Government will make available Government property identified in Attachment D-15, *Installation-Accountable Government Property (IAGP)*, and Attachment D-16, *Government Furnished Property*, of this contract on a no charge-for-use basis. The Contractor shall use this property in the performance of this contract at the locations stated in B.10 and at other location(s) as may be approved by the Contracting Officer.

The above identified property, when provided in the Request for Proposal (RFP), is a list of available Government property as of the dates on the list. This list may not represent the Government property that the Government will provide to the Contractor on the date contract performance begins. The Government will update the list before the contract award and include it in the awarded contract. Any difference in the list and the Government property actually provided by the Government will not be subject to an equitable adjustment.

After contract award, this list of Government Furnished Property will be maintained electronically in the NASA Integrated Asset Management Property Plan and Equipment (IAM PP&E) Application, and the Supply Management System (SMS). This electronic record will supersede the list provided at contract award and will serve as the contractually binding official list of record.

(End of clause)

#### **C.21. NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEPT 2017)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:
  - (1) NPD 8800.14, Policy for Real Estate Management.
  - (2) NPR 8831.2, Facilities Maintenance and Operations Management.
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

#### **C.21.1.NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)**

- (a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms shall be prepared and distributed as follows: [To be specified in Task Orders]
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal

them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

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

(End of clause)

### **C.21.2.PROPERTY**

#### **(a) Installation-Accountable Government Property**

##### **(1) Installation-Accountable Government Furnished Property**

- (i) The property listed in Attachment D-15, Installation-Accountable Government Property, is Government replaceable. It is furnished to the Contractor in an "as-is, where-is" condition. The Government makes no warranty regarding the property's suitability for use.

##### **(2) Government-Furnished Materials**

Attachment D-15, Installation-Accountable Government Property, identifies all materials provided to the Contractor. The Contractor shall store, protect, manage, and maintain records for this material in the Supply Management System (SMS) database.

##### **(3) Administratively-Controlled Property**

- (i) Administratively-controlled property is Government equipment, special tooling, or special test equipment that is not sensitive and has an acquisition cost as defined in NPR 4200.1, NASA Equipment Management Procedural Requirements. Prior to the beginning of the period of performance of this contract, the Government provided a list of administratively-controlled property available for use on Center by the Contractor. The Contractor shall be responsible for all administratively-controlled property it uses and shall establish a program, subject to review by the Supply and Equipment Management Officer (SEMO), for its use, maintenance, protection, and preservation that meets industry standards and is in accordance with sound business practices.

#### **(b) Contractor Managed Property**

##### **(1) Contractor Managed Government Furnished Property**



- (i) The property listed in Attachment J-16, Government Furnished Property, is Government replaceable. It is furnished to the Contractor in an “as-is, where-is” condition. The Government makes no warranty regarding the property’s suitability for use.

(2) Government-Furnished Materials

Attachment J-16, Government Furnished Property, identifies all materials provided to the Contractor. The Contractor shall store, protect, manage, and maintain records for this material in the Government Furnished Supply Management System (when available) or the Contractor's approved property system.

(3) Administratively-Controlled Property

- (i) Administratively-controlled property is Government equipment, special tooling, or special test equipment that is not sensitive and has an acquisition cost below \$1,000. Prior to the beginning of the period of performance of this contract, the Government provided a list of administratively-controlled property available for use by the Contractor. The Contractor shall be responsible for all administratively-controlled property it uses and shall establish a program, subject to review by the Industrial Property Officer (IPO), for its use, maintenance, protection, and preservation that meets industry standards and is in accordance with sound business practices.

(End of clause)

## **C.22. POLICY DIRECTIVES, PROCEDURES, AND REQUIREMENTS**

NASA maintains a set of Policy Directives (NPD) and Procedures and Requirements (NPR) and Standards that govern many aspects of activities at NASA. The contractor shall incorporate the most current provisions of applicable NPDs and NPRs and Standards into all organization and planning for the performance of this contract and shall comply with the most current provisions during the term of the contract. See Attachment D-5, *Applicable Regulations, Procedures, and Documents*.

(End of text)

## **C.23. DATA REQUIREMENTS LIST (DRL)**

The contractor shall furnish all data identified and described in Attachment D-2, *Data Requirements List (DRL)*, and all costs associated therewith are included in the price of the core contract. The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the estimated cost. The Government also reserves the right to terminate the requirement for any or all DRDs specified in

the DRL. In the event the Government exercises this latter right, the estimated cost shall be decreased in accordance with the Changes Clause.

To the extent that data required to be delivered under a DRL/DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRL/DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DRL/DRD and another contract clause, the contract clause shall take precedence. In the event of a conflict between the data requirements of the DRL/DRD and PWS, the PWS shall take precedence.

Nothing contained in this DRL clause shall relieve the contractor from delivering data that is not identified and described in the DRL/DRD but required under another clause of the contract.

Each DRD report will be submitted in its native format to a central repository and include the following information:

- Contract Number
- Contract Name
- Contractor Name
- DRD Date (date submitted)
- DRD Title (Description)
- DRD Number

(End of text)

#### **C.24. GOVERNMENT'S RIGHT TO INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION**

- (a) With the exception of financial information, the Government will have unlimited rights to use and distribute to third parties any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract, whether or not said information is specified as a contract deliverable, if created in whole or in part at Governmental expense. The Contracting Officer may, at any time during the contract performance or within a period of three (3) years after contract completion, require the delivery of any administrative or management information developed by the contractor or a subcontractor at any tier in whole or in part for the performance of the contract or first produced in the performance of the contract.

- (b) The Contracting Officer may release the contractor from the requirements of this clause for specifically identified information at any time during the three (3) year period set forth in paragraph (a) of this clause.

(End of clause)

### **C.25. FOREIGN TRAVEL**

- (a) For any foreign program travel related to this contract, the Contractor shall comply with NASA Procedural Requirements (NPR) 9710.1, chapter 7 entitled Foreign Travel. The Contractor shall submit all foreign travel requests to the cognizant Foreign Travel Coordinator for review/approval a minimum of four weeks before the planned departure date, so that an electronic country clearance (eCC) can be obtained. The applicable program, project, agreement and/or contract should be referenced in the supporting documentation included with the request. Prior to commencing any official program foreign travel, Contractor employees shall also have successfully completed High Threat Security Overseas Training described in section 7.2 of the NPR. Information about attending High Threat Security Overseas Training and paperwork required for travel submission can be found by contacting your Center Foreign Travel Coordinator. Travel will not be approved without completion of the required training, receipt of a country clearance, and submittal of any other supporting documentation as described in the NPR. Consult with the Contracting Officer or Foreign Travel Coordinator for additional information regarding review/approval of foreign travel requests.
- (b) In accordance with NASA Procedural Requirements (NPR) 1660.1, NASA Counterintelligence and Counterterrorism:
- (1) If the contractor is required to travel to Designated Countries, Russia, and/or other high-threat locations in the performance of this contract, the contractor shall request a personalized, defensive counterintelligence (CI)/counterterrorism (CT) briefing from the cognizant CI/CT Office at least 3 weeks prior to travel. Within 1 week after returning from travel, the contractor shall contact the cognizant CI/CT Office to schedule a travel debriefing. For a listing of current Designated Countries and high-threat locations, refer to the following website:  
<http://oiir.hq.nasa.gov/nasaecp/index.html>.
  - (2) If the contractor is required to travel to a non-designated country/location in the performance of this contract, the contractor shall notify the cognizant CI/CT Office at least 3 weeks prior to travel. The cognizant CI/CT Office will determine whether a CI/CT briefing and debriefing is required, and coordinate with the contractor as appropriate.
  - (3) For non-official travel outside the United States, the contractor is highly encouraged to request a CI/CT briefing from the cognizant CI/CT Office appropriate to the countries/locations being visited.

- (c) In accordance with NID 2810-107, Use of NASA Information and Information Systems while Outside of the U.S. and Territories, only IT assets that meet the required standards and conditions to store, process, transmit, and access NASA information will be authorized to be taken on travel. Under no circumstances will IT assets be transported outside the U.S. unless authorization is obtained from the cognizant Chief Information Security Officer. The contractor shall ensure that the IT assets remain in their possession while on travel. Any loss, damage, or tampering shall be reported immediately/at the earliest opportunity to the cognizant Chief Information Security Officer.
- (d) All NASA files, documents and/or other information must be reviewed and approved by the following prior to travel outside the U.S.:
  - (1) The cognizant Center Export Administrator or a cognizant Center Export Representative, and
  - (2) The cognizant Information Protection Program Manager

(End of clause)

**C.26. ASSOCIATED CONTRACT AGREEMENTS (ACAs)**

- (a) The success of NCS as the enterprise solution for communication services requires efficient and effective implementation, which is dependent on the efforts of multiple contractors with the NCS Contractor as a key participant. In order to achieve efficient and effective implementation of the NCS, the Contractor shall establish the means for coordination and exchange of information, including but not limited to data and software, with associate contractors. The information to be exchanged shall be required by the contractors in the execution of their respective contract requirements. The Contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit NASA’s communication services with increased effectiveness, efficiency, and productivity. At a minimum, the Contractor will enter into ACAs with the contractors of the contracts listed below and their successors. Additional contractors may be added to this list to reflect other relevant contracts or agreements as they are defined.

NASA Contract/ Agreement Number	Title of NASA Contract or Agreement	Contractor/Entity
TBD	Enterprise Multi-Media and Integrated Technology Services (eMITS)	TBD
NNK100T01C	Kennedy Space Center Visitor Complex Concession Agreement	Delaware North
80HQTR19D0032	Greenbelt Visitors Center	Alexton Incorporated

NASA Contract/ Agreement Number	Title of NASA Contract or Agreement	Contractor/Entity
80MSFC21D0011	Strategic Research and Analysis, Communications, and Exhibits Services (SRACES)	Media Fusion, LLC

- (b) To assist with understanding the scope of requirements that will require coordination and exchange of information, the following major areas of intersection have been identified:
  - (1) Media, Digital, Graphics products
  - (2) Exhibits and Exhibitions products
  - (3) Engagement events
  - (4) Library services
- (c) The Contractor shall document agreements with other associate contractors of the contracts described in (a) above and their successors, via associate contractor agreements. The Government will not be a party in such associate contractor agreements. ACAs shall be made continuously available to the Government (to the COR, CO, or their designee) in an online format. All costs associated with such agreements are included in the negotiated cost of this contract.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract term because of the failure to resolve a disagreement with an associate contractor. 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.

The NCS Contractor shall establish ACAs with other NASA contracts if it becomes apparent to the NCS Contractor or the Government during the course of the contract that a significant interface exists. ACAs shall be established within 90 days of contract start (unless otherwise directed by the CO); any subsequent ACAs shall be established within 90 days after the interface is identified (unless otherwise directed by the CO). The Contractor shall outline on-going communication mechanisms among the Contractors with an annual assessment of the agreements and the communication plan established by the Section D, Attachment D-9, *Contractor’s Management Plan*. This clause is effective throughout the duration of the NCS contract, beginning at contract start.

Unless otherwise directed, the Contractor shall not be required to perform the services offered under the aforementioned contracts in the performance of this contract.

- (e) Given the unique role of this contract and interrelations with the development, operation, maintenance, and utilization of Government communication services (specifically those

products and services provided by the Office of Communications directorate), the Contractor shall engage in cooperative relationships that facilitate effective management of the overall Government effort.

- (f) To ensure successful implementation and utilization of Government services, with emphasis on those provided by the Contractor, the Contractor shall establish formal guidelines to address coordination, cooperation, and communication with Government points-of-contact (POCs). All program elements shall work in a coordinated fashion. The Contractor shall establish the means for the exchange of such data and communications as needed in order to keep other project elements fully informed.
- (g) ACAs shall be made continuously available to the Government (to the COR, CO, or their designee) in an electronic format.

(End of clause)

#### **C.27. DEDUCTIONS FOR FAILURE TO MEET ACCEPTABLE PERFORMANCE LEVELS**

- (a) The contractor's performance will be evaluated on a monthly basis. The Government will apply deductions for failure to meet acceptable performance levels (APLs) utilizing the methodology and required performance levels specified in accordance with Section D, Attachment D-4, Performance Requirements Summary (PRS).
- (b) The Government will hold recurring performance evaluation meetings (PEMs) with the contractor, based on a schedule determined by the contracting officer (CO), to discuss performance against the established standards and any associated deductions, if applicable. More frequent meetings may be held if determined necessary by the CO.
- (c) The contractor shall apply any required deductions for failure to meet APLs on the next invoice/voucher submitted following the period being evaluated.
- (d) Notwithstanding the foregoing, the Government's rights under this clause to reduce contract value for less than optimal performance is in addition to the rights of the Government prescribed in FAR clause 52.212-4.

(End of clause)

#### **C.28. MANDATORY AND REQUIRED TRAINING**

The contractor shall ensure that its employees performing onsite at the NASA Centers and/or satellite locations complete all federally mandated and Agency/Center required training applicable to the work being performed by those employees.

The current mandatory and required training may differ from site to site. Specific site training beyond the mandatory Federal and NASA required training can be found at the following below:

- <https://workforce.grc.nasa.gov/ohcm/docs/JC/RequiredTraining/FY19%20Mandatory%20Training%20Website%20Update.xlsx>
- <https://nasa.sharepoint.com/sites/msfcohr/SitePages/Mandatory-Training.aspx>
- Specific positions, such as those that support center tours, will need area access training and badges

The majority of training sessions are available in System for Administration, Training, and Educational Resources for NASA (SATERN), and shall complete the training in the manner and within the timeframe specified in the notification.

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

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

Performance of this contract may require specialized training, certifications, or qualifications of contractor personnel. Upon the request of the Government, the Contractor shall provide personnel training, certifications and/or qualifications records which detail individual's qualifications to perform the duties to which they are assigned.

The contractor shall include the substance of this requirement in all subcontracts involving onsite performance at the NASA Centers and/or satellite locations

(End of Clause)

## **C.29. ARC SPECIFIC CLAUSES**

### **C.29.1. ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (MAY 2020)**

- (a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Management Plan."
- (b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. When required by the PWS/SOW or as directed by the Contracting Officer, contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and

checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in no more than five ARC drills and/or exercises annually to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond, unless participation in more events are stated in the PWS/SOW or directed by the Contracting Officer. During a disaster/emergency, the contractor's Project

- (c) The site manager for the contract shall provide the name and contact information for any of its on-site contractor personnel that would like to volunteer to serve in an emergency response position associated with the overall NASA ARC and agency response to the Contracting Officer or Contracting Officer Representative for its contract. If approved for a volunteer position, these individuals will be notified by the appropriate point of contact for the emergency response function that the individual was selected to volunteer with. The volunteers will then be trained in their roles by the Government, or its representative, and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters. No requirements stated in the contract will be altered and no contract adjustment made to accommodate contractor personnel serving in these volunteer positions.

(End of clause)

#### **C.29.2. ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (MAY 2020)**

- (a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability insurance, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program voluntarily.
- (b) This team is comprised of civil service, on-site contractor, Federal Resident Agency, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has five functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, and Medical. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a v



(End of clause)

### **C.30. AFRC SPECIFIC CLAUSES – NONE**

### **C.31. GRC SPECIFIC CLAUSES**

#### **C.31.1.GRC 1852.245-74 – GRC MODIFICATION (04/11) TO NFS 1852.245-74 - IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (APR 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 I and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

\_\_\_\_\_  
\_\_\_\_\_

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

(End of Clause)

**C.31.2.GRC 52.237-91 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (DEC 2016)**

**(a) BADGES AND PASSES**

**(i) Badge and Pass Issuance**

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

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

a. It is recommended that the contractor complete the new employee hiring process at least 10 work days prior to the employee's start date.

b. Upon the selection of a new employee, the contractor's Human Resource (HR) representative shall create an identity in the Identity and Access Management Tool (IdMAX).

c. The contractor's HR representative shall also complete NASA Form 1760, Position Risk Designation for Non-NASA Employee and GRC 1760, Position Risk Designation Cover sheet. Once completed, both forms shall be signed by the NASA COTR and sent to the Office of Protective Services POC for Non-Government Investigations.

d. At the time of the Center visit or the Entry-on-Duty appointment, the new employee shall complete the Enroll for PIV credential process at the Main Gate Badge Control Office.

e. During this activity the new employee shall provide verification of their identity by providing two forms of I-9 documentation and fingerprints.

f. Upon Entry-on-Duty, the employee shall be issued a temporary credential (badge) for access to the Center until a Permanent Credential (badge) is created.

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

## (2) Temporary Pass Requirements

- Short Term Visitors (1-29 days) shall receive a Visitor Pass. Please reference the GRC Office of Protective Services web site ([https://security.grc.nasa.gov/form\\_visit\\_information.cfm](https://security.grc.nasa.gov/form_visit_information.cfm)) to complete the on-line visitor request form.
- NASA GRC Service and Vendor Personnel shall receive a Service / Vendor Personnel Pass which will allow only physical access to NASA GRC. Please reference the GRC Office of Protective Services web site ([https://security.grc.nasa.gov/crm\\_grc\\_serv\\_vend\\_pers.cfm](https://security.grc.nasa.gov/crm_grc_serv_vend_pers.cfm)) for complete information.

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

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

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

## (ii) Employee Separation

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

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

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

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

#### (b) PERSONNEL LOCATION AND IDENTIFICATION

The contractor shall:

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

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

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

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

#### (c) EMERGENCY PREPAREDNESS

(1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by dialing 911 from a NASA phone, or 216-433-8888 from a cell phone.

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

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

(4) The contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The contractor is encouraged to include in this guidance pre-established instructions,

when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(d) TRAFFIC

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

(e) PROHIBITION OF FIREARMS

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

(f) SECURITY INCIDENTS

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

(g) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the guards at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the Glenn/Plum Brook COR, who will make the request to the Main Gate Officer ( 3-2204 at Glenn and 3-3221 at Plum Brook). After-hour clearances, as approved by the COR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays. This procedure ONLY applies to temporary contractors who are on-site at Glenn for 1 - 179 days within 365 day timeframe and are issued temporary badges(non-smartcard credentials) NOTE: Per Plum Brook management ALL Plum Brook Station employees are required to follow the after-hour access procedures.

(h) GOVERNMENT PROPERTY ACCOUNTABILITY

(1) Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from GRC and Plum Brook Station without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials from GRC requires written approval from the NASA COR or authorized representative. The appropriate

documentation must be completed and signed by the COR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security

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

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

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

(End of Clause)

### **C.32. GSFC SPECIFIC CLAUSE**

#### **C.32.1.GSFC 52.204-99 CONTRACTOR PERSONNEL-IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (NOV 2021)**

- (a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the procedures in NASA Procedural Requirements (NPR) 1600.4, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. GSFC Protective Services will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow the steps outlined in NPR 1600.4 for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.
- (b) The Contractor shall notify GSFC Protective Services, Code 240, Attention: Badging Supervisor, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system (Identify and Access Management – IdMAX) contains work and home location and contact information for personnel that have permanent NASA PIV cards.

The Contractor may contact the Badging Supervisor, Tel 301-286-2306 for assistance regarding IdMAX.

- (c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in IdMAX. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to GSFC Protective Services, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.
- (d) The Contractor shall submit an annotated PIV Report each month. The GSFC Badging Supervisor will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
  - (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract; and
  - (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to GSFC Protective Services, Code 240, Attention: Badging Supervisor, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC Badging Supervisor will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than three (3) days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, GSFC Protective Services will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided GSFC Protective Services within 30 days after the start of the contract.

- (e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through GSFC Protective Services, Code 240 and complete the GSFC form 17-26A, which shall be signed off and maintained by the contract Program Manager once completed. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. In addition, it is the responsibility of the contractor to notify the government of any termination/removal that occurs when the PIV has not been turned in to or received by the government. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

**C.32.2. GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (NOV 2020)**

(a)

- (1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel – Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.
- (2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.
- (3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements: <https://eeo.gsfc.nasa.gov/article/anti-harassment>
- (2) GSFC Workplace Violence Announcement: <https://ohcm.gsfc.nasa.gov/content/gsfc-workplace-domestic-violence>
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Program
- (7) GPR 1700.5, Control of Hazardous Energy (Lockout/Tagout)



- (8) GPR 1700.6, Confined Space Program at GSFC
- (9) GPR 1700.7, Electrical Safety
- (10) GPR 1700.8, GSFC Hazard Communication Program
- (11) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (12) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (13) GPR 1840.2, Industrial Hygiene Program
- (14) GPR 1860.1, Ionizing Radiation Protection
- (15) GPR 1860.2, Laser Radiation Protection
- (16) GPR 1860.3, Radio Frequency Radiation Protection
- (17) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (18) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (19) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (20) NPR 3713.3, Anti-Harassment Procedures
- (21) GPD 8500.1, Environmental Policy and Program Management
- (22) GPR 8621.4, GSFC Mishap Preparedness and Contingency Plan
- (23) GPR 8710.2, GSFC Emergency Management Program Plan
- (24) GPR 8710.7, Cryogenic Safety
- (25) GPR 8710.8, GSFC Safety Program Management
- (26) GPD 8715.1, GSFC Safety Policy
- (27) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports
- (28) GPR 8715.8, Fall Protection Requirements for GSFC

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility) or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be

modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

- (c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

### **C.32.3.GSFC 52.223-92 GOVERNMENT PROPERTY – COMPLIANCE WITH SAFETY STANDARDS (FEB 2016)**

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing with a copy to the appropriate office based on location:

If Greenbelt: Goddard Space Flight Center Safety Division, Code 360

If Wallops: Wallops Flight Facility Safety Office, Code 803

If HQ: NASA Headquarters Safety and Occupational Health, Dept. HQ:LM032

(End of clause)

### **C.32.4.GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016)**

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

### **C.32.5. GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JUN 2019)**

- (a) In addition to the annual 1018 reporting required under clause NFS 1852.245-73 of this contract, the Contractor shall submit monthly property financial reports as described below

if, at either award or any time during contract performance, the cumulative amount of NASA property is \$10 million or more.

- (1) Monthly property financial reports shall be submitted including item-level supporting data for all items acquired/fabricated/modified where the total acquisition cost of the item is \$500,000 or more, in the contractor's or its subcontractors' possession. This data shall be submitted for all items in the property classifications of real property, equipment, special test equipment, special tooling, and agency peculiar property.
  - (2) Monthly data shall also be submitted for items of any acquisition cost in the classifications of materials and contract work-in-process (WIP). Specifically, itemized monthly data is required for materials and WIP line items when the estimated total acquisition cost of any item at completion will be \$500,000 or more.
- (b) The monthly reports shall be electronically submitted using the Contractor-Held Asset Tracking System (CHATS) at <https://chats.nasa.gov> using the format described in the CHATS user's manual.
- (c) Acquisition costs shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Supporting documentation shall be maintained and available for all amounts reported, including any amounts developed using estimating techniques.
- (d) All adjustments shall be thoroughly explained and directly related to a specific Government Fiscal Year (GFY). If the GFY cannot be determined, the default shall be the previous GFY.
- (e) Work Breakdown Structures (WBS) shall be provided for all Contractor acquired property (CAP), WIP, and any new materials acquired. The format shall be a five digit numerical level. (i.e., 803-10). If the WBS is not identifiable, contact the NASA GSFC Property Office for further guidance, as provided in paragraph (f)(4) below.
- (f)
- (1) The data required for the monthly submission is due the 21st day after the close of the month.  
  
e.g., August 21 for the month ending July 31  
September 21 for the month ending August 31  
October 21 for the month ending September 30
  - (2) The monthly property financial reports required by this clause are separate from, and in addition to the annual NF 1018 reports.
  - (3) Both the NF 1018 report data and the September monthly report data are as of September 30. Corrections in monthly report data shall be handled as adjustments in the next monthly report after discovery of the error. (e.g., Errors in the September

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

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

Angela King, (301) 286-3543, email [angela.c.king@nasa.gov](mailto:angela.c.king@nasa.gov)

Timothy Kelly (301) 286-8819, email: [timothy.e.kelly@nasa.gov](mailto:timothy.e.kelly@nasa.gov)

(End of clause)

### **C.33. HQ SPECIFIC CLAUSES**

#### **C.33.1.HQ 52.204-98 ONSITE CONTRACTOR PERSONNEL – IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (APR 2013)**

- (a) The Contractor’s designated representative for the purposes of this clause is the Contractor’s Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer’s Representative (COR) of the Project Manager’s identity within fifteen (15) calendar days of award of this contract.
- (b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the procedures in NASA Procedural Requirements (NPR) 1600.4, for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as “onsite”) or logical access to a NASA information system (also referred to as “remote”). The Contractor must apply for a permanent NASA Personal Identity Verification (PIV) credential for those contract employees who will be employed by the Contractor for at least six months and requires access to NASA physical and/or logical assets for more than 29 days in a calendar year. The NASA Headquarters (HQ) Protective Services Office will consider other credentials for other employees of the Contractor on a case-by-case basis, such as employees who are remote or who may frequently or infrequently visit.
- (c) The Contractor may contact the NASA HQ Badging Office, Tel 202-358-2422 for assistance regarding the Identity Management and Account Exchange (IdMAX) system. Each contract employee shall provide to the Contractor’s designated Requester the basic identifying information required for a credential request to be initiated in IdMAX. The NASA maintained IdMAX system contains work and home location and contact information for personnel that have permanent NASA credentials. The credential request must be approved by the Sponsor (COR or the Contracting Officer). The COR will resolve any physical or

logical access issues and review the request(s) for accuracy and completeness. Requests that are approved by the Sponsor will be forwarded to the NASA Personnel Security (PerSec) Office for authorization. Once authorization has been completed, the Protective Services Office will contact the individual for a badging appointment to enroll and issue a badge.

- (d) The Contractor shall submit an annotated PIV Report each month. The NASA HQ Agreement Maintainer will furnish a spreadsheet to the Contractor upon request. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
- (1) Highlight the names of employees in red who are no longer employed by the contractor or that no longer work onsite under the contract; and
  - (2) Make any changes to incorrect data in a red font.

The annotated PIV Report shall be separately submitted to the Headquarters Protective Services Office, Attention: Security Specialist or Agreement Maintainer, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the NASA HQ Agreement Maintainer will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract, upon written request. The Contractor shall submit its annotated final PIV Report no later than three (3) days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the NASA HQ Protective Services Office will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the NASA HQ Protective Services Office within 30 days after the start of the contract.

- (e) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Representative and the NASA Headquarters Chief of Security immediately about any Contractor employee who was issued a NASA credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer require access to NASA under this contract.
- (f) The Contractor shall ensure that all personnel who have NASA issued credentials, keys or other property who leave the Contractor's employ or that no require access, process out through the NASA HQ Protective Services Office. Any such Contractor employees must return all NASA issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued credentials.

(End of clause)

**C.33.2.HQ 54.204-99 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (DEC 2021)**

(a)

- (1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable Contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent Contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the procedures in NASA Procedural Requirements (NPR) 1600.4, for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as “onsite”) or access to a Federal information system.
  - (2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the Contract and concurred in by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with NASA Policy Directive, NPD 1371.5, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 12/21/2010). Copies of the current issuances of the NPD may be obtained at <http://nodis3.gsfc.nasa.gov>. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office.
  - (3) Access to the Headquarters locations may be changed or adjusted in response to threat conditions or special situations.
- (b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at <http://nodis3.gsfc.nasa.gov/>, and/or which will be provided to the Contractor as necessary by

the Contracting Officer's Representative, the Contracting Officer, or the Headquarters Chief of Security.

- (c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents within the Headquarters locations or to other NASA Centers or NASA facilities the extent necessary for purposes of implementing the terms of this Contract and communicating Contract related business to its employees at the Headquarters locations, and to communicate Contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of clause)

### **C.33.3. HQ 52.204-98 ONSITE CONTRACTOR PERSONNEL – IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (NOV 2021)**

- (a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Representative (COR) of the Project Manager's identity within fifteen (15) calendar days of award of this contract.
- (b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the procedures in NASA Procedural Requirements (NPR) 1600.4, for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or logical access to a NASA information system (also referred to as "remote"). The Contractor must apply for a permanent NASA Personal Identity Verification (PIV) credential for those contract employees who will be employed by the Contractor for at least six months and requires access to NASA physical and/or logical assets for more than 29 days in a calendar year. The NASA Headquarters (HQ) Protective Services Office will consider other credentials for other employees of the Contractor on a case-by-case basis, such as employees who are remote or who may frequently or infrequently visit.
- (c) The Contractor may contact the NASA HQ Badging Office, Tel 202-358-2422 for assistance regarding the Identity Management and Account Exchange (IdMAX) system. Each contract employee shall provide to the Contractor's designated Requester the basic identifying information required for a credential request to be initiated in IdMAX. The NASA maintained IdMAX system contains work and home location and contact information for personnel that have permanent NASA credentials. The credential request must be approved

by the Sponsor (COR or the Contracting Officer). The COR will resolve any physical or logical access issues and review the request(s) for accuracy and completeness. Requests that are approved by the Sponsor will be forwarded to the NASA Personnel Security (PerSec) Office for authorization. Once authorization has been completed, the Protective Services Office will contact the individual for a badging appointment to enroll and issue a badge.

- (d) The Contractor shall submit an annotated PIV Report each month. The NASA HQ Agreement Maintainer will furnish a spreadsheet to the Contractor upon request. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
- (1) Highlight the names of employees in red who are no longer employed by the contractor or that no longer work onsite under the contract; and
  - (2) Make any changes to incorrect data in a red font.

The annotated PIV Report shall be separately submitted to the Headquarters Protective Services Office, Attention: Security Specialist or Agreement Maintainer, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the NASA HQ Agreement Maintainer will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract, upon written request. The Contractor shall submit its annotated final PIV Report no later than three (3) days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the NASA HQ Protective Services Office will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the NASA HQ Protective Services Office within 30 days after the start of the contract.

- (e) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Representative and the NASA Headquarters Chief of Security immediately about any Contractor employee who was issued a NASA credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer require access to NASA under this contract.
- (f) The Contractor shall ensure that all personnel who have NASA issued credentials, keys or other property who leave the Contractor's employ or that no require access, process out through the NASA HQ Protective Services Office. Any such Contractor employees must return all NASA issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued credentials.



(End of clause)

### **C.34. JSC SPECIFIC CLAUSES**

#### **C.34.1.JSC 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (FEB 2021) (JSC PROCUREMENT INSTRUCTION)**

- (a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:

NPR 1600.1, NASA Security Program Procedural Requirements (current version)

NPD 1600.9, NASA Insider Threat Program

NPD 1600.3, Policy on Prevention of and Response to Workplace Violence

NPR 1600.3, Personnel Security (current version)

NPR 1600.4A, Identity and Credential Management.

- (b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:

NPR 1600.2, NASA Classified National Security Information (current version)

- (c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:

NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).

- (d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4A, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

- (e) Credentials will be issued at the following locations:

NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays

Sonny Carter Training Facility (SCTF) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays

Ellington Field (EFD), Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays

White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday from 7:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.

- (f) The FSO/DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview “AG-PIV-ICAM-OVERVIEW” and Personal Identity Verification (PIV) – Requester Module “AG-PIV-IDENTITY-REQUESTER.” After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requester role. Lastly, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requester privileges within IdMAX.
- (g) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit a JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) web site located at [www.uscis.gov](http://www.uscis.gov).
- (h) For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee and the FSO/DO via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office for enrollment. Employees will present two forms of matching I-9 identification documents to process for a permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential arrives at the JSC Badging Office. When the PIV credential arrives, the employee or FSO/DO will receive an email notification for credential pickup at the JSC Badging Office.
- (i) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of clause)

**C.35. KSC SPECIFIC CLAUSES****C.35.1. KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2018)**

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3 Policy on Prevention of and Response to Workplace Violence. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Threat Assessment Team (TAT) Chair and Co-Chair determine it is appropriate for the contractor to participate in a TAT meeting, the contractor shall comply with the TAT request. The contractor is also responsible for reporting disposition of the incident reported to the NASA TAT. This requirement shall flow down to the subcontractors; however the subcontractors shall report up through the prime contractor.

(End of Clause)

**C.35.2.KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (JUL 2018)**

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 publications checked below. These documents can be found at <http://procurement.ksc.nasa.gov/PPD/documents>:

- [X] KNPR 8715.2 Comprehensive Emergency Management Plan (CEMP)
- [X] KNPR 1600.1 KSC Security Procedural Requirements
- [X] KNPR 8500.1 KSC Environmental Management Requirements
- [X] KNPR 8715.3 KSC Safety Procedural Requirements
- [X] KNPD 1600.3 Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property
- [X] KNPD 1810.1 KSC Occupational Medicine Program
- [ ] KNPR 1860.1 KSC Ionizing Radiation Protection Program
- [ ] KNPR 1860.2 KSC Nonionizing Radiation Protection Program
- [X] KNPR 1820.3 KSC Hearing Loss Prevention Program
- [ ] KNPR 1820.4 KSC Respiratory Protection Program
- [X] KNPR 1840.19 KSC Industrial Hygiene Programs

- [ ] 45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
- [ ] KNPR 1840.1 KSC Chemical Hazard Communication Program
- [ ] KNPR 1870.1 KSC Sanitation and Public Health Program
- [X] KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
- [X] KNPR 4000.1 Supply and Equipment System Manual
- [X] KNPR 6000.1 KSC Transportation Support System Manual
- [ ] KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
- [X] KNPR 8830.1 Facility Asset Management Procedural Requirements

(End of Clause)

**C.35.3.KSC 52.242-93 CONTRACTOR WORKFORCE REPORT-ONSITE  
CONTRACTORS AND SUBCONTRACTORS (JUL 2018)**

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which ends March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with a copy to the Industrial Labor Relations Office KSC-DL-OP-IndustrialRelations@mail.nasa.gov.

(End of clause)

**C.35.4.KSC 52.245-90 MANAGEMENT OF NASA-OWNED/CONTRACTOR-HELD  
RECORDS (JUL 2018)**

- (a) NASA-owned/Contractor-held records shall be maintained by the Contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6 NASA Records Management, NPR 1441.1 NASA Records Management Program Requirements, NRRS 1441.1 NASA Record Retention Schedules, and KNPR 1440.6 KSC Records Management. As directed by the Contracting Officer, the Contractor shall obtain prior approval from the Contracting Officer to destroy or remove records subject to this clause.
- (b) NASA-owned/Contractor-held records shall consist of documentation of Contractor activities and functions necessary for the performance of this contract, including, but not limited to, documentation of those day-to-day operating procedures that are essential to carrying out the statement of work and those actions, organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract. NASA-owned/Contractor-held records shall not include those Contractor records that relate exclusively to the Contractor's internal business or are of a general nature not specifically related to the performance of work under the contract. The Contractor's general policies, procedures, etc., that apply to the general conduct of its business do not fall

under the purview of this clause. When in doubt, the Contractor shall seek the Contracting Officer's determination as to which records are subject to this clause.

- (c) The Contractor shall ensure that NASA-owned/Contractor-held records are segregated from company-owned records and from non-record materials. This clause operates independently from and is not intended to affect, or be effected by, the Contractor records provisions contained in FAR Subpart 4.7 and the clauses referenced therein.
- (d) The Contractor, through the Contracting Officer, shall coordinate with the KSC Records Manager, on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.
- (e) When the contractor generates NASA-owned/Contractor-held records, the contractor shall prepare and submit KSC Form 16-473, KSC Annual Summary of Record Holdings, to the KSC Records Manager on an annual basis.

(End of clause)

#### **C.35.5.KSC 52.245-97 RECORDS MANAGEMENT (JUL 2018)**

The contractor shall ensure accurate and complete records of Government business are maintained in accordance with the NASA Procedural Requirement (NPR) 1441.1 NASA Records Management Program Requirements and NASA Records Retention Schedules (NRRS) 1441.1. This includes legacy, electronic and vital records. Records of Government Business shall be segregated from company-owned records and from non-record materials, and the contractor shall provide NASA or authorized representatives access to all Government records in accordance with Federal Acquisition Regulations (FAR) Subpart 4.7. The term "records" is defined as "all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included." The Government reserves the right to inspect, audit, and copy record holdings.

The contractor shall complete, submit, and maintain a Records Management Program Plan for all data/records produced as part of this contract in accordance with DRD-013-OAM.

The contractor shall submit an annual Records Management Program File Plan to the NASA KSC Records Manager in accordance with DRD-013-OAM.

At the completion or termination of this contract, or as required by the records retention schedule expiration, the contractor shall deliver Government records to the NASA KSC Records Manager

in accordance with NASA Policy Directive (NPD) 1440.6 NASA Records Management, NPR 1441.1 NASA Records Management Program Requirements, and Kennedy NASA Procedural Requirement (KNPR) 1440.6 KSC Records Management.

The contractor shall contact the Contracting Officer, in order to obtain the NASA KSC Records Manager's determination as to which records are subject to this Clause.

(End of clause)

### **C.36. LaRC SPECIFIC CLAUSES**

#### **C.36.1.LARC 52.204-91 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (MAY 2019)**

##### 1) Applicable Definitions:

**Foreign National:** A foreign national is any person who is not a U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C. 1101(a) (20) and

8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, or society, as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

**Lawful Permanent Resident (LPR):** An LPR is any foreign person legally permitted to reside and work within the United States, to include protected individuals. LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled items and information, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

**Visit:** A visit is any means by which, and any duration for which, access is obtained to non-public NASA assets.

**NASA Asset:** A system, item, person or any combination thereof, that has importance or value to the NASA mission. People, data, technology, buildings, property, vehicles, blueprints, contracts, records, and funds are examples of what may constitute a NASA asset.

**Access:** Access, with regard to NASA assets, is the explicit granting of permission to enter and/or use NASA facilities, interact with NASA personnel, and/ or use NASA information and related information processing services.

**Physical Access:** Physical access is the ability to touch, or walk into or up to, a NASA Asset. Physical access is controlled through the use of door locks, card readers, gates, fences, officers, walls. The purpose of these controls is to limit access to those persons who have been granted permission to access controlled assets.

**Logical Access:** Logical access, commonly referred to as IT access, is the ability to interact with electronic data, applications, or systems.

## 2) Requirements for Physical and Logical Access for Foreign Nationals who are not LPRs:

a) Physical and logical access to the NASA Langley Research Center (LaRC) by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4. Chapter 4, "Identity and Credential Management" and the NASA Foreign National Access Management Operations Manual (May 2016), which can be found at [https://www.hq.nasa.gov/office/ops/nasaonly/internal/FNAM/docs/FNAM\\_OperationsManual\\_TAGGED.pdf](https://www.hq.nasa.gov/office/ops/nasaonly/internal/FNAM/docs/FNAM_OperationsManual_TAGGED.pdf).

b) Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Information on Designated Countries is available at: [https://oir.hq.nasa.gov/nasaecp/docs/DCList\\_10-24-2018.pdf](https://oir.hq.nasa.gov/nasaecp/docs/DCList_10-24-2018.pdf)

c) Foreign nationals who are not LPRs shall be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved by the Center Chief of Security. In exceptional cases as required by NASA Mission requirements, a waiver to the escort requirement may be granted by the Center Chief of Security.

d) Non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at: <https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>

## 3) Requirements for Physical and Logical Access for LPRs:

a) Visit requests shall be submitted directly to the Badge and Pass Office (BPO) using an LF-103 NASA Langley Research Center Security Services Branch (SSB) U.S. Citizen Visitor Badge Request Form. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs shall be sponsored by the employing contractor. All LPRs must confirm their status by providing their ORIGINAL State Department Documentation (Green Card). (Copies, facsimiles, or photographs of the State Department Documentation will NOT be accepted).

b) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.

c) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.

d) The Contractor is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.

e) LPRs on a work related, "need-to-know" basis are allowed access to export-controlled commodities. It is incumbent on the Government Branch Head or Program Manager to determine who should have access to export controlled information. The Security Services Branch, the Office of Chief Counsel, and the Center Export Administrator are available for guidance to the Government Branch Head or Program Manager.

f) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.

g) LPRs and Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times. Information is available at:  
<https://lms.larc.nasa.gov/admin/documents/LF295Jan2014.pdf>

4) Violation of security policies by personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor and possible criminal prosecution for violation of export control laws and laws regarding access to Government facilities.

### **C.36.2.LARC 52.204-92 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (MAY 2019)**

- (a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be hcompliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13 requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at [LaRC-RealId@mail.nasa.gov](mailto:LaRC-RealId@mail.nasa.gov)
- (b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center.
- (c) The following alternate forms of identification are accepted for NASA LaRC access:
  - (1) Federal employee badges,



- (2) Passports,
  - (3) Military identification cards,
  - (4) Enhanced Driver's Licenses,
  - (5) U.S. Coast Guard Merchant Mariner Card,
  - (6) Native American tribal document,
  - (7) School identification accompanied by an item from List C.
- (d) Visitors without acceptable identity documents require specific authorization from the Center Chief of Security and escort by permanently badged NASA employees or permanently badged contractor employees at all times while present on the NASA Langley Research Center

(End of clause)

**C.36.3.LARC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (NOV 2018)**

- (a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.
- (b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Services Branch.
- (c) When authorization to possess an Identification Badge no longer exists (e.g., upon termination of employment or expiration of contract):
  - (1) The Contractor shall submit a checkout request for the departing Contractor Employee(s) at <https://checkout.arc.nasa.gov>, prior to notifying the Contractor Employee of the employment termination or contract expiration, unless a security threat exists (See Item 2 Below) in which case the checkout may occur immediately following termination;
  - (2) If the terminated employee is considered a security threat, the Contractor shall immediately notify the NASA LaRC Security Services Branch and LaRC Chief Information Officer, and submit NAMS closures for AGCY0012 Basic Active Directory Account and all Center or Agency VPN, to suspend the user's physical and logical access to the Center. Center Security Personnel will escort the contractor employee off Center premises immediately;

- (3) The departing Contractor Employee shall surrender the NASA RSA token, NASA Smartcard, Agency Smart Badge, Government-Provided Equipment, and all facility keys to the respective Contractor Supervisor;
  - (4) The Contractor shall ensure all Contractor Employees exit the NASA Langley Research Center premises within one (1) hour of termination of employment or at the end of a contractor employee's standard work day upon contract expiration
  - (5) The Contractor shall return Contractor employee(s) NASA Identification Badges, Government-Provided equipment, and facility keys to the NASA LaRC Badge and Pass Office and Government-Equipment Points of Contact within two business days of employment termination or contract expiration.
- (d) All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of clause)

#### **C.36.4.LARC 52.223-93 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES**

Langley Research Center (LaRC) safety and health awareness activities (e.g. training, safety events) are designed to develop an effective safety culture and to foster an environment of sharing best practices within the LaRC community of civil service and contractor employees. The Contractor shall participate in these activities when the LaRC Director and/or Safety and Mission Assurance Office (SMAO) Director designates particular safety and health training awareness activity(ies) as essential. The contractor shall ensure maximum participation of its employees and its subcontractor employees that perform on the Center, which includes on-site and near-site employees. For planning purposes, the contractor can expect to participate annually in approximately (to be specified in task order) events that will last approximately (to be specified in task order) work hours.

(End of clause)

#### **C.36.5.LARC 52.223-93 REPORTING OF INVOLUNTARY SEPARATIONS AND INCIDENTS INVOLVING WORKPLACE VIOLENCE (MAY 2019)**

##### 1) Definition

Workplace Violence: Acts of violence, threats, harassment, intimidation, and other hostile or disruptive behavior. Such behaviors include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm or imminent violence, violent and provoking language, or displays of rage.

##### 2) Requirements

- a) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.
- b) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program (WVPP) Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.
- c) The Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a "potential violent situation" and follow the reporting procedures in LAPD 1600.5.
- d) The Contractor shall report any such behavior either observed or experienced on LaRC premises immediately to the Center Chief of Security. The Contractor shall also notify the Contracting Officer and the Contracting Officer's Representative. All reports of incidents will be taken seriously and will be dealt with immediately and appropriately in accordance with LAPD 1600.5.
- e) The Contractor shall include these requirements in all subcontracts, however the Subcontractors shall provide reports through the prime Contractor.

#### **C.36.6.LARC 52.223-94 ENVIRONMENTAL MANAGEMENT (APR 2019)**

- (a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.
- (b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; all environmental Executive Orders; all NASA Policy Directives (NPDs) and Procedural Requirements (NPRs) pertaining to environmental regulation and management; and all Langley Policy Directives (LAPDs) and Procedural Requirements (LAPRs) pertaining to environmental regulation and management. The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:" The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:
- NPD 8500.1, NASA Environmental Management
  - NPR 8553.1, NASA Environmental Management System

- NPR 8570.1, NASA Energy Management Program
  - NPR 8530.1, NASA Sustainable Acquisition LAPD 8500.1, LaRC Environmental and Energy Management
  - LPR 8500.1, Environmental and Energy Program Manual
- (c) Contractor support of LaRC's Environmental Management System (EMS), pursuant to NPR 8553.1 and LPR 8500.1, includes conducting operations in accordance with those requirements, responding to information requests from LaRC environmental officials, and attendance at EMS team meetings when invited (up to 2 one-hour meetings a year).
- (d) The Government is the operator of record for all environmental activities conducted at LaRC. Depending on location, the facilities and land are under exclusive or concurrent Federal jurisdiction. LaRC's Standard Practice & Environmental Engineering Branch (SPEEB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or LaRC SPEEB. The Contractor shall immediately notify LaRC SPEEB and the Contracting Officer when contacted by external regulatory agency representatives and shall cooperate fully with LaRC SPEEB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC SPEEB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

(End of clause)

### **C.36.7.LARC 52.229-92 VIRGINIA AND LOCAL SALES TAXES (MAR 2012)**

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request

from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of clause)

### **C.36.8. RESERVED**

## **C.37. MSFC/MAF SPECIFIC CLAUSES**

### **C.37.1.MSFC 52.204-91 SECURITY AND BADGING REQUIREMENTS (NOV 2016)**

Performance of this contract will require access to facilities, information technology systems, and other resources at the Marshall Space Flight Center and/or the Michoud Assembly Facility. To obtain and maintain access, the Contractor shall comply with the applicable requirements from the latest revision of (1) NASA Procedural Requirements (NPR) 1600.1, "NASA Security Program Procedural Requirements," (2) NPR 1600.4, "Identity and Credential Management," (3) Marshall Procedural Requirements (MPR) 1600.1, "MSFC Security Program Procedural Requirements," (4) MPR 1600.4, "MSFC Identity, Credential, and Access Management," and (5) NASA Advisory Implementing Instruction (NAII) 1600.4, "Foreign National Access Management."

(End of clause)

### **C.37.2.MSFC 52.223-90 ASBESTOS MATERIAL (APR 2021)**

Personnel performing work in buildings at Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF) may come in contact with materials containing asbestos. MSFC Buildings 4200 and 4663 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. Examples of asbestos-containing material are floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. To facilitate communication, MSFC has established a website where the inventory of asbestos-containing material, their condition and approximate location are provided. The URL for this website is <https://eeoh-portal.ndc.nasa.gov/asbestos>. If the Contractor is unable to access this URL, they may contact the Contracting Officer or MSFC's Environmental Engineering and Occupational Health (EEOH) Office (organization code AS10) for assistance. Prior to performing tasks which may disturb building material containing asbestos or suspected asbestos at MSFC or MAF, the Contractor shall notify MSFC's EEOH Office at 256 544-2390 or MAF's Safety Health, Environmental and Mission Assurance (SHEMA) Office for assistance at 228-264-0458. The Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with the requirements of this clause.

(End of clause)

**C.37.3.MSFC 52.223-91 HAZARDOUS MATERIAL REPORTING (FEB 2021)**

- (a) If the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be barcoded for inventory. Alternative receiving points may be designated if approval is granted in accordance with MWI 8550.5, "Hazardous Material Management." Chemical containers shall be managed in accordance with the provisions of MWI 8550.5. The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.
- (b) Nothing contained in this Clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material; or with Clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

**C.37.4.MSFC 52.223-92 ENVIRONMENTAL - GENERAL CLAUSE (AUG 2010)**

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of clause)

**C.37.5.MSFC 52.223-95 PREVENTION OF AND RESPONSE TO THREATENING BEHAVIOR IN THE WORKPLACE (MAR 2017)**

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening or Violent Behavior in the Workplace."

(End of clause)

**C.37.6.MSFC 52.223-96 MEDICAL SERVICES (MAY 2021)**

Contractors with employees requiring NASA-specific and/or Occupational Safety and Health Administration (OSHA) required medical certification health examinations shall utilize the MSFC Medical Center's service provider for such services. The MSFC Medical Center's service provider is located in Building 4249, telephone 256-544-2390, and is generally open between 7:00 a.m. and 4:30 p.m., Monday through Thursday and 7:00 a.m. to 3:30 p.m. every other Friday (excluding Government holidays, Center-approved closures, early dismissals, or delayed openings), coinciding with the "NASA Quiet Friday" work schedule. Contractors shall utilize the MSFC emergency medical services system for any incident that occurs at MSFC and which requires emergency medical treatment by dialing 911. Additional emergency contact numbers are accessible from the MSFC "Safety, Health and Environmental - (SHE)" Web site located on SharePoint [https://nasa.sharepoint.com/sites/msfc\\_she/SitePages/SHE-Points-of-Contact.aspx](https://nasa.sharepoint.com/sites/msfc_she/SitePages/SHE-Points-of-Contact.aspx). Refer to MWI 1800.1, "MSFC Occupational Medicine" and MWI 3410.1, "Personnel Certification Program" for additional information.

(End of clause)

**C.38. SSC SPECIFIC CLAUSES- NONE**

**SECTION D. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

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

- Attachment D-1. Performance Work Statement and Annexes
- Attachment D-1A Core Services Estimated Annual Banding Levels
- Attachment D-2. Data Requirements List
- Attachment D-3. Government Provided Technology Tools List
- Attachment D-4. Performance Requirements Summary (PRS)
- Attachment D-5. Applicable Regulations, Procedures, and Documents
- Attachment D-6. Standard Labor Categories
- Attachment D-7. Wage Determination
- Attachment D-8. Collective Bargaining Agreement(s)
- Attachment D-9. Contractor's Management Plan
- Attachment D-10. RESERVED
- Attachment D-11. Contractor's Organizational Conflict of Interest (OCI) Plan
- Attachment D-12. Contractor's On-Site Safety, Health, and Environmental (SHE) Plan
- Attachment D-13. Contractor's Government Property Management Plan
- Attachment D-14. Installation-Provided Property and Services
- Attachment D-15. Installation-Accountable Government Property (IAGP)
- Attachment D-16. Government Furnished Property
- Attachment D-17. Indefinite-Delivery Indefinite-Quantity (IDIQ) Rates Schedule
- Attachment D-18. Indefinite-Delivery Indefinite-Quantity (IDIQ) Task Order (TO) Summary
- Attachment D-19. Acronyms and Abbreviations List
- Attachment D-20. Contractor's Information Technology (IT) Security Plan

(End of list)



## SECTION E. SOLICITATION PROVISIONS

### E.1. FAR 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision—

Commercial and Government Entity (CAGE) code means—

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

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

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

- (b) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.
- (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name: [ ].

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

(End of provision)

**E.2. FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

(a) Definitions. As used in this provision—

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (d) Representation. The Offeror represents that—
- (1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
  - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) Disclosures.
- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
    - (i) For covered equipment—
      - (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
  - (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
- (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
  - (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

(End of provision)

**E.3. FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

- (a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c)
- (1) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

**E.4. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)**

- (a)
- (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) 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 public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples.
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
  - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### **E.5. 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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

- (b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:



- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (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)

**E.6. 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 into a contract with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax

liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

- (1) It is  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)

#### **E.7. FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)**

- (a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
- (b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it
- (1) Has  filed all Federal tax returns required during the three years preceding the certification;
- (2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and
- (3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

**E.8. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 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 in the System for Award Management (SAM) accessed through <https://www.SAM.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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"—

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—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

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

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.

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.

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.

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.
- (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.gov
  - (2) The offeror has completed the annual representations and certifications electronically in SAM.gov accessed through <http://www.SAM.gov>. After reviewing SAM.gov 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) 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 (v) 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.gov]
- (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 <http://uscode.house.gov/> 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)

- (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

- (ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (iii) The terms "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:

Line Item No.      Country of Origin

[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)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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:

Line Item No.      Country of Origin

[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.

Other Foreign End Products:

Line Item No.            Country of Origin

[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:

Line Item No.

[List as necessary]

- (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:

Line Item No.            Country of Origin

[List as necessary]

- (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

[List as necessary]

(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:

Line Item No.      Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) 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 the threshold at 9.104-5(a)(2) 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.
- | Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
|--------------------|----------------------------|
- (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.
- (l) Taxpayer Identification Number (TIN) ( 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM.gov 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 the threshold at FAR 25.703-2(a)(2) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
- (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.gov 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.gov (12.301(d)(1)).

(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).
- (v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
- (1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.SAM.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
  - (2) The Offeror represents that—
    - (i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
    - (ii) After conducting a reasonable inquiry for purposes of this representation, that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### **E.9. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

This is a Firm Fixed-Price (FFP) contract that also includes an Indefinite-Delivery/Indefinite-Quantity (IDIQ) ordering mechanism providing for issuance of FFP, FFP Level of Effort (LOE) and Time and Material (T&M) task orders for services on an IDIQ basis.

(End of provision)

**E.10. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)  
ALTERNATE I (SEP 2015)**

(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 concern eligible under the WOSB Program.

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—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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.

"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.

"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) The North American Industry Classification System (NAICS) code for this acquisition is 541820, Public Relations Agencies.
- (2) The small business size standard is \$16.5 million.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees if the acquisition—



- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
  - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (c) Representations.
- (1) The offeror represents as part of its offer that it  is,  is not a small business concern.
  - (2) [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.
  - (3) [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 women-owned small business concern.
  - (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer 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)(4)(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.
  - (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business

concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

- (i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(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.
- (6) [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.
- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.
- (8) [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)(8)(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.
- (9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:
- 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) Notice. Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women- owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
- (1) Be punished by imposition of fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### **E.11. FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized

national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges shall take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### **E.12. 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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: [agency-nasacommservices@mail.nasa.gov](mailto:agency-nasacommservices@mail.nasa.gov)
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**E.13. 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 these addresses:

Federal Acquisition Regulation (FAR): <https://www.acquisition.gov/browse/index/far>

NASA FAR Supplement (NFS): <https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf>

(End of provision)

**E.13.1.SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

- |                 |   |
|-----------------|---|
| FAR 52.203-11   | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)  |
| FAR 52.203-18   | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS–REPRESENTATION (JAN 2017)               |
| FAR 52.204-7    | SYSTEM FOR AWARD MANAGEMENT (OCT 2018)  |
| FAR 52.204-16   | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)  |
| FAR 52.204-17   | OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)  |
| FAR 52.209-2    | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS–REPRESENTATIONS (NOV 2015)   |
| FAR 52.222-24   | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)   |
| FAR 52.225-25   | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (JUN 2020) |
| NFS 1852.233-70 | PROTEST TO NASA (DEC 2015)  |

(End of provisions)

**E.14. 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.
- (b) The Government will make 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 in Attachment D-16, Government Furnished Property. The offeror shall notify the Government of its intention to use or not use the property.
- (c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

**SECTION F. PROPOSAL INSTRUCTIONS****F.1. CONTINUATION OF SF 1449 BLOCK 7**

- (a) Questions regarding this solicitation must be submitted electronically, cite the solicitation number, and be directed to the Contracting Officer, Timothy Broadous, at [agency-nasacommservices@mail.nasa.gov](mailto:agency-nasacommservices@mail.nasa.gov).
- (b) The Offeror shall submit all questions, if any, no later than April 28, 2022, at 4:30 p.m. Eastern Time to allow for analysis and dissemination of responses in advance of the proposal due date. The Government will not guarantee a response to late questions.
- (c) Questions shall not be directed to the technical activity personnel.
- (d) The Government will not answer oral questions due to the possibility of misunderstanding or misinterpretation.

(End of provision)

**F.2. CONTINUATION OF SF 1449 BLOCK 8**

- (a) Proposals are due not later than May 23, 2022, at 4:30 p.m. Eastern Time.
- (b) Proposals received after the due date and time specified in paragraph (a) will be processed in accordance with FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, paragraph (f).

(End of provision)

**F.3. FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
  - (1) Is set aside for small business and has a value above the simplified acquisition threshold;
  - (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b) See tailored paragraph in F.4.
- (c) See tailored paragraph in F.4.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) See tailored paragraph in F.4.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
  - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)
    - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
      - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
      - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
      - (C) If this solicitation is a request for proposals, it was the only proposal received.
    - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.



- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) See tailored paragraph in F.4.
- (i) Availability of requirements documents cited in the solicitation.
- (1)
    - (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-  
  
GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST web sites:
  - (i) ASSIST (<https://assist.dla.mil/online/start/>).
  - (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-
  - (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
  - (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.
- (k) [Reserved]
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**F.4. ADDENDUM TO FAR 52.212-1 OFFERORS-COMMERCIAL ITEMS (NOV 2021): TAILORED PARAGRAPHS**

Substitute the following paragraphs (b), (c), (e), and (h) for paragraphs (b), (c), (e), and (h) of the basic provision:

- (b) Submission of offers. Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to requests for proposals are offers called "proposals." Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers shall be submitted on the SF 1449.
  - (1) The offeror shall submit its proposal via NASA's Enterprise File Sharing and Sync Box EFSS Box), a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be password protected, or contain links to data not included in the electronic copy. All electronic submissions should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Subcontractors may submit their required proposal information separately using the instructions in this provision. The offeror shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.

- (2) Prior to the submission of proposal files, offerors interested in submitting a proposal in response to this solicitation should notify the contracting officer of their intent to submit a proposal at least 48 hours prior to the intended submission date, at the following email address: [agency-nasacommservices@mail.nasa.gov](mailto:agency-nasacommservices@mail.nasa.gov). Offerors, especially those that have not previously submitted a proposal utilizing NASA's EFSS Box, are encouraged to coordinate the submission of a test file with the contracting officer several days in advance of the date and time specified for proposal submission in order to allow time to work through any submission issues.
- (3) The offeror shall submit all proposal files to: <https://nasagov.app.box.com/f/9c11e8c64e344881993d31d75f9f32c8>. The Offeror shall follow instructions regarding proposal submission found at <https://www.hq.nasa.gov/office/procurement/other/EFSS-Box-Offeror-Proposal-Submission-Instructions.pdf>.
- (4) Electronic file names shall be limited to letters, numbers, and single spaces, with the exception of the period that is required before the file extension (e.g., .pdf), in order to successfully upload and download files from the EFSS Box system. The offeror shall not use special characters “/” or “\” in file names. The offeror shall clearly label the contents of the file and include the name of the offeror and subcontractor name (if applicable) in the file name. Examples of acceptable file names are as follows (not specific to this solicitation):

For Prime Offeror Submissions:

Offeror name\_solicitation number\_Mission Suitability.pdf

Offeror name\_solicitation number\_Past Performance.pdf

Offeror name\_solicitation number\_Price.xlsx

For major subcontractor Submissions:

Offeror Name\_Subcontractor Name\_Solicitation Number\_Mission Suitability.pdf

Offeror Name\_Subcontractor Name\_Solicitation Number\_Past Performance.pdf

Offeror Name\_Subcontractor Name\_Solicitation Number\_Price.pdf

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

- (5) Immediately after all files have been uploaded and the proposal has been submitted in its entirety, the offeror shall notify contracting officer at the following email address: [agency-nasacommservices@mail.nasa.gov](mailto:agency-nasacommservices@mail.nasa.gov) with a listing of all documents that were submitted via EFSS Box. If any problems are experienced with the EFSS Box system (e.g., login, file transfer), please contact the contracting officer via e-mail as soon as possible.

- (6) The offeror is responsible for ensuring its proposal reaches the Government office designated in the solicitation by the date and time specified in the solicitation. The Government is not responsible for any failure attributable to the transmission or receipt of documents submitted using electronic means, including the missing of any submission requirements and established deadlines. Please note that uploading documents via EFSS Box and the transmission of the files from the offeror to the Government may not be instantaneous. To ensure timely delivery, the offeror is encouraged to submit its proposal at least 24 hours prior to the due date specified in the solicitation. The electronic submission of the proposal shall contain all information required by the solicitation to be determined responsive.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 250 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (e) Multiple offers will not be accepted in response to this solicitation.
- (h) Multiple awards will not be made in response to this solicitation.

(End of addendum)

**F.5. 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.

<b>Proposal Section</b>	<b>Page Limit</b>
Volume 1. Mission Suitability	
Management/Technical	90 pages (see Note 1)
Key Personnel Résumés	3 pages per résumé
Letters of Commitment – Key Personnel	1 page for each key person
Letters of Commitment – Parent/Affiliate	1 page for each parent/affiliate
Volume 2. Past Performance	35 (see Note 2)
Volume 3. Price	
Narrative	None
Attachments F-3, F-4 and F-5	None
Volume 4. Plans and Other Data	
Phase-In Plan	10 pages
Total Compensation Plans	15 pages per plan (see Note 3)
TCP Summary Template	None
OCI Assessment and Mitigation Plan	None
Evidence of Responsibility	15 pages
Joint Venture Agreement (if applicable)	None
Volume 5. Model Contract (including fill-ins)	None

Note 1: Excludes Key Personnel Resumes, Letters of Commitment – Key Personnel, Letters of Commitment – Parent/Affiliate, and Volume 4, Plans and Other Data

Note 2: Excludes Past Performance Questionnaires (submitted separately and directly to the Government) and OSHA Form 300A submittals.

Note 3: Excludes the company's human resources policy addressing uncompensated overtime.

- (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 Times New Roman 12-point type for all text. Foldouts also require not smaller than 12-point type for all text and count as an equivalent number of 8 1/2" x 11" pages. A point type not smaller 10 point type may be used for graphics, figures, or captions (excludes tables). However, this exception shall not be used to circumvent or avoid the solicitation's proposal page limitations. 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) A table of contents shall be provided with each volume.
  - (2) Volumes 1 and 2 shall be submitted in Portable Document Format (PDF).
  - (3) Volume 3 pricing templates shall be submitted in Microsoft Excel 2016 format. The narrative shall be submitted in PDF.
  - (4) Volume 4 shall be submitted in Portable Document Format (PDF).
  - (5) Volume 5 shall be submitted in Portable Document Format (PDF)..
  - (6) All pages of Volume 2 shall be numbered and identified with the offeror's name, solicitation number, and date in the header or footer section of each page.
  - (7) The Offeror shall generate "bookmarks" within Volume 1, 2, 3 and 4 PDF files for each section and sub-section of the document. Bookmarks shall be generated based on the document table of contents.
- (c) The Price and Model Contract Volumes of your proposal are not page limited. However, information that can be construed as belonging in one of the other sections or volumes of the proposal will be so construed and counted against that section's page limitation. In addition, no material outside of the proposal volume may be incorporated by reference; external hyperlinks are not allowed and will not be evaluated if included; and all text, including table and figure identifiers, shall be 100 percent searchable text.
- (d) Title pages, tables of contents, and other pages that do not contain proposal material are excluded from the page counts specified in paragraph (a) of this provision.
- (e) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (f) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and the offeror will be notified.
- (End of provision)

## **F.6. REQUIREMENTS FOR PROPOSAL CONTENT**

Offerors shall respond to all requirements of the solicitation.

### **F.6.1. VOLUME 1. MISSION SUITABILITY**

- (a) The offeror's response to the requirements of this factor is shall be submitted as a separate proposal volume.
- (b) The volume shall be specific, detailed, and complete to clearly and fully demonstrate the offeror's understanding of the Mission Suitability requirements delineated in paragraph (d) below and the offeror's and approach to effectively and efficiently accomplish those requirements, including full explanations of the techniques and procedures to be employed, as well as the resources necessary to perform as proposed. Stating the offeror understands and will comply with the requirements, or paraphrasing the requirements, is not acceptable. In addition, statements such as "standard procedures will be employed," or "well-known techniques will be used," are not acceptable. Information may not be incorporated by reference.
- (c) The offeror shall provide, at the beginning of this volume, a detailed compliance matrix that cross-references the offeror's numbering structure and corresponding volume page number with all requirements associated with each subfactor delineated in paragraph (d) below. The offeror may utilize its own unique numbering structure provided the compliance matrix provides clear traceability to each of the subfactor requirements described below.
- (d) The offeror shall provide a detailed response to each of the following subfactor requirements utilizing the structure and order as provided below:
  - (1) Subfactor 1 - Management
    - (i) Management Approach
    - (ii) Phase-In Approach
    - (iii) Total Compensation Plan
  - (2) Subfactor 2 - Technical
    - (i) Technical Approach
    - (ii) Staffing Approach

Note: the preceding outline is provided for the offeror's use in organizing its Mission Suitability volume and shall not be construed as an indication of the order of importance or relative weighting within the individual subfactors. There are no discrete point values assigned or attached to any of the supporting requirements detailed within each subfactor.

The offeror should additionally include in its Mission Suitability volume any further discussion believed to be necessary or useful in demonstrating its ability to perform all NCS requirements.

- (e) The offeror shall provide a detailed response to each subfactor as follows:



## (1) Subfactor 1 - Management

- (i) Management Approach - the offeror shall describe its overall management approach, to include the following aspects:
  - (A) Description of the offeror's project management approach; organizational structure (to include parent/affiliate company(s), joint venture partner(s), and any subcontractor(s)); management of personnel across varying geographic locations; and planned communication channels or proposed interfaces between the contractor and the Government.
  - (B) Approach for maintaining schedules and utilization of management metrics to track progress and trends, to provide deliverables on time, and to maintain ongoing operations in an effective manner.
  - (C) Approach to providing complete and timely response to core services and/or indefinite-delivery indefinite-quantity (IDIQ) task order requests.
  - (D) Approach to support the dynamic and rapidly changing requirements of communications across the enterprise (10 NASA Centers and all Mission Directorates, programs, and projects).
  - (E) Approach to support NASA's engagement of diverse audiences over a range of event types from small scale community-based events; to regional and national medium and large-scale conferences and symposiums; to program launches.
  - (F) Description of offeror's management and/or work control system(s) to be used in planning, scheduling, integrating, controlling, reporting, and successfully completing all PWS requirements. The offeror shall also include its response to NFS 1852.245-80, including any systems the offeror intends to use for management of property in Attachment D-16, Government Furnished Property and any added via IDIQ.

Note: the offeror's response to this subfactor's supporting requirements shall satisfy the following portions of the draft management plan required at the time of proposal submission (in accordance with Section D, Attachment D-2, Data Requirements List, DRD 003-OAM, Management Plan) as follows: Item 11., Contents, paragraphs (e).

- (G) The work (identified by PWS, see sample on the next page) to be performed by each party.

Sample NCS PWS (Offeror and Work Assigned to Subcontractor(s))			
PWS Section	Acme (offeror)	ABC (Sub.)	XYZ (Sub.)
3.1 General Program Management	X	-	-
3.2 Business Management	X	-	-
3.3 Safety, Health, and Environment	X	-	-
3.4 Records Management	-	X	-
3.5 Property Management System	-	-	X
4.1.1 NASA Integrated Strategic Communications - Core Service			
4.1.2 Communication Strategy			
4.1.3 Strategic Research and Analysis			
4.1.4 Communications Planning			
4.1.5 Key Messages Development			
4.1.6 Project Management, Coordination, and Implementation			
4.1.7 Organizational Measurement and Analysis - Core Service			
4.1.8 Communication Policy Analysis			
4.1.9 Strategic Alliances and Partnerships			
4.1.10 NASA Style and Graphics Standards – Core Service			
4.1.11 Supplemental Strategic Communications Services			
4.2.1 Stakeholder Relations			
4.2.2 Public Engagement			
4.2.3 Exhibition Program			
4.2.4 Artifacts			
4.2.5 VIP/Facility Tours			
4.2.6 Art Program Management			
4.3.1 Media, Social Media, Collateral Material Development			
4.3.2 Editorial and Distribution			
4.3.3 Strategic Analysis			
4.3.4 Social Media			
4.3.5 Film and Documentary Support			
4.4 History and Archives			
4.5 Library Services			
4.6 Freedom of Information Act (FOIA) Responses			
5.1 Supplemental Communication Products and Services			

- (H) Description of the degree of autonomy/authority of the Program Manager (PM).
- (ii) Phase-In Approach – The Government anticipates a phase-in period not exceeding 60 days prior to contract start to ensure contract performance on contract start date, including the deliverables required at contract start. This phase-in approach will be incorporated into the Phase-In Purchase Order issued for NCS. All terms and conditions of the NCS contract will apply to the Phase-In Purchase Order. The offeror shall describe its overall phase-in approach, to include the following aspects:
- (A) Description of the offeror’s overall phase-in strategy and approach, including staffing, for assuming responsibility for PWS Section 3 and work identified as core work in PWS Section 4 (see Attachment D-1A) at contract start, including a schedule showing each major step.
- (B) Description of offeror’s approach to supporting multiple IDIQ task plan requests for multiple customers per B.8.2,NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) ALTERNATE II, on day 1 of phase-in. It is anticipated that many of those task orders will have a March 1, 2023 start date. Description shall identify its sources of staffing to support a March 1, 2023 start date for those initial task orders if the approach deviates from the TCP/staffing approach.
- (C) Discuss the proposed approach for interfacing and working with the incumbent contractor, associate contractors (see C.26, Associated Contractor Agreements (ACAs)) and labor relations during phase-in.
- (iii) Total Compensation Plan - The offeror and its major subcontractors shall provide their Total Compensation Plans (TCPs) that address the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees, for all proposed labor classifications, including those personnel subject to union agreements, the Service Contract Labor Standards statute (formerly known as the Service Contract Act of 1965), and those exempt from both of the above. The offeror and its major subcontractor(s) shall also complete Attachment F-6 Total Compensation Plan Summary. “Major Subcontractor(s)” as used in this provision, is a subcontractor that has a subcontract with a total proposed value (management and reporting requirements/core base, all management and reporting requirements/core options periods and IDIQ) of 20 percent of the total contract value (management and reporting requirements/core base, all management and reporting requirements/core options periods and IDIQ) or greater. The total compensation plans shall include:
- (A) Description how the proposed compensation is reasonable, to include that compensation levels reflect a clear understanding of the work to be

performed, including the capability to attract and retain suitably qualified personnel to meet the PWS requirements.

- (B) Description and provision of “supporting information” (as defined in FAR 52.222-26, Evaluation of Compensation for Professional Employees, paragraph (a)) used to establish wages, salaries and fringe benefits and identify any proposed wage and salary escalations for employees throughout the contract period of performance. Proposed Salary ranges shall be consistent with direct labor proposed in the price volume. Supporting information shall include:
- (1) Rationale for sources of information used to calculate proposed wage and salary ranges and fringe benefits;
  - (2) The name and date of the salary survey(s) utilized for each labor category;
  - (3) Salary data other than surveys, if applicable;
  - (4) Mapping from the NASA labor category to the salary survey labor category (or categories utilized);
  - (5) The job code number (if provided) in the salary survey; and
  - (6) Any other pertinent information provided in the survey that relates to the base labor ranges selected (e.g., percentile, average).
- (C) Description of the proposed work week hours and paid time-off policies including vacation, sick leave, holidays, and any other premium pay and incentive bonus, if applicable.
- (D) Description of any use of uncompensated overtime, and how and when employees will be compensated if they are required to work over 40 hours per week. If uncompensated overtime (as defined in FAR 52.237-10, Identification of Uncompensated Overtime) is proposed, the plan(s) shall:
- (1) Include a copy of its uncompensated overtime policy.
  - (2) Specify whether the uncompensated overtime is voluntary or involuntary.
  - (3) Describe the possible effects that uncompensated overtime will have on employee retention and its approach to mitigate any negative impacts

- (E) Description that salary ranges take into consideration differences in skill, education, experience, the complexity of various disciplines, and professional job difficulty.
- (F) Reserved.
- (G) Reserved.
- (H) Reserved
- (I) Describe the proposed work week hours and paid-time-off policies including vacation, sick leave, holidays, and any other premium pay and incentive bonus, if applicable. For paid-time-off (including vacation, sick leave, holidays, and any other premium pay) map the hours to the years of service (e.g., XX hours for XX years of services).
- (J) Description of the proposed fringe benefits policies and practices regarding insurance coverage, the types of health, dental, and vision insurance benefits offered, the company share of premium costs, deductibles, the effective date of coverage, and anticipated escalation of insurance costs. Indicate whether the benefit applies to the employee only or the employee and family.
- (K) Description of the proposed retirement or savings plans offered, including the company's contribution and information regarding vesting of company contributions.
- (L) Description of any other benefits included in the compensation package not previously identified.

Note: As applicable, proposed subcontractor(s) have the option of submitting their total compensation plan electronically (per Section F, NFS Provision 1852.215-81, Proposal Page Limitations (APR 2015), paragraph (b)(1)), through the Offeror, or directly to the Government via EFSS box in accordance with the due date, time, and location for delivery specified in this solicitation in Section F.2.

(2) Subfactor 2 - Technical

- (i) Technical Approach - the offeror shall describe its technical approach to satisfying the following aspects:
- (A) The offeror's approach to performing the following PWS requirements:
- Section 4.1.4 Communications Planning
  - Section 4.1.7 Organizational Measurement and Analysis
  - Section 4.1.8 Communication Policy Analysis

- Section 4.1.9 Strategic Alliances and Partnerships
  - Section 4.2.1.1 Internal Communications
  - Section 4.2.1.5 Public Inquiry
  - Section 4.2.2.3 Speakers Bureau
  - Section 4.2.3 Exhibition Program
  - Section 4.3.1.1 Media and Public Relations
  - Section 4.3.1.9 (Media Products)
  - Section 4.4 History and Archives
  - Section 4.5 Library Services
- (B) Key Personnel Résumés: The Offeror (including subcontractor(s) as applicable) shall complete Attachment F-1, Key Personnel Résumé Template, for the following key positions: Program Manager, Deputy Program Manager, and Business Manager. Individuals proposed shall meet or exceed the Program Manager, Deputy Program Manager, and Business Manager qualifications contained in Attachment D-6, Standard Labor Categories. Résumés shall provide information on the education (i.e., undergraduate and graduate degrees, accredited college or university, and year received), technical skills/certifications, work history and experience (including relevant positions held, responsibilities, and size of the workforce managed, if applicable), and any other special or unique qualifications of each key person proposed.
- (C) Letters of Commitment: The Offeror (including parent/affiliate, joint venture partners, and/or subcontractor(s) as applicable) shall include signed letters of commitment from the Program Manager, Deputy Program Manager, and Business Manager. Letters shall identify full-time employment and the commitment shall be for a minimum length of 18 months from the date of contract award. Additionally, the Offeror shall include signed letters of commitment from parent/affiliate corporation in case of workforce or other resources.
- (ii) Staffing Approach - the offeror shall describe its overall staffing approach that demonstrates technical understanding of the effort necessary for successful performance of contract requirements. A set of Government Standard Labor Categories (SLCs) is provided to Offerors in the Attachment D-6, *Standard Labor Categories*, which identifies the Government minimum labor classification requirements in terms of labor category and associated qualifications and experience required under the resulting contract.
- All staffing proposed in the pricing templates (labor classifications and hours) shall be consistent with the staffing approach. At a minimum the staffing approach shall include the following:
- (A) A narrative that describes the offeror's complete staffing approach, including subcontractors, for execution of all contract requirements.

- (B) Rationale for the proposed skill mix (labor classifications) and distribution (labor hours) for performing the management and reporting requirements/core work requirements by PWS section and how the staffing approach correlates with the proposed organizational structure and technical approach.
  - (C) The offeror's approach to minimize disruption of services until a replacement contractor employee can be staffed in accordance with acceptable performance levels (APLs) detailed in Attachment D-4, Performance Requirements Summary (PRS), regarding vacancies.
  - (f) Offerors shall ensure information submitted in this volume is consistent with information submitted in other volumes (i.e., Price, Past Performance, Plans and Other Data, and Contract volumes), as applicable.
  - (g) The offeror is advised that the Government may incorporate part(s) of its proposal (e.g., proposed approaches to meeting contract requirements) into the resultant contract as a contract requirement(s).
  - (h)
- (End of provision)

#### **F.6.2. VOLUME 2. PAST PERFORMANCE**

- (a) The offeror shall submit the past performance information as described herein for the offeror and its major subcontractor(s). A major subcontractor, as used in this provision, is a subcontractor that will perform major or critical aspects of the requirement.
  - (1) The offeror shall provide the requested past performance information on no more than 4 recent contracts for the offeror and no more than 2 recent contracts for each major subcontractor. However, no more than 10 contracts in total shall be submitted.
  - (2) In the event an offeror is a joint venture, the offeror shall provide no more than a combined total of 4 past performance submittals in the name of the joint venture. The joint venture shall also provide the CAGE code for all individual partner(s) to the joint venture. If the joint venture is newly established and cannot provide the maximum number of past performance submittals in the name of the joint venture, then past performance referenced contracts from the individual partner(s) of the joint venture shall be submitted. In either case, no more than a combined total of 4 past performance submittals shall be provided.
- (b) Reserved.
- (c) Contracts submitted must be recent, and similar in size, content, and complexity to the requirements of this solicitation.

- (1) Recent is defined as performance within the last 5 years prior to this contract's initial solicitation release date, with a minimum of 12 months of performance performed within the last 5 years prior to this contract's initial solicitation release date.
  - (2) Collectively, contract(s) cited by the offeror and its major subcontractor(s) must, at a minimum, describe the performance of work in the following areas as they relate to this requirement:
    - Section 4.1 Strategic Communications, Planning, and Integration
    - Section 4.2 Engagement – Stakeholder Relations and Public Engagements
    - Section 4.3 Media Relations
    - Section 4.4 History and Archives
    - Section 4.5 Library Services
    - Section 3.5 Property Management
  - (3) Each contract cited by the offeror and its major subcontractor(s) must have a total potential contract value greater than or equal to \$7 million.
- (d) For each contract cited, the offeror shall include the following information:
- (1) Customer's name, address, email address, and telephone number for the contract and technical points of contact.
  - (2) Contract number, type (fixed price, cost reimbursable), total original value, and present or final contract value.
  - (3) Date of contract award, place(s) of performance, original contract period of performance, and actual contract period of performance.
  - (4) CAGE code (if the contract is a joint venture, provide the joint venture's CAGE code as well as the CAGE code of the individual partners to the joint venture).
  - (5) Contract NAICS code (if applicable).
  - (6) Average number of personnel on the contract per year.
  - (7) Indicate if company was the prime or subcontractor. If a subcontractor, provide the company name for the prime contractor as well.
  - (8) A description of the offeror's or its major subcontractor(s)' work scope demonstrating how it is similar in content and complexity to the requirement of the solicitation, to include, at a minimum, the areas identified in paragraph (c)(2). It is not sufficient to state that the contract is similar; rationale must be provided to demonstrate that it is similar. Note: When the primary role of the past performance was served in the capacity of a subcontractor, the description must be the specific portion of the scope performed under the contract.



- (9) A description of relevant management performance, technical performance, cost performance, and any unique schedule requirements; safety and health performance and environmental compliance; problems encountered and initiatives in problem resolution; deviations to or waivers of technical requirements granted by the customer; achievements in complying with subcontracting plan goals for small business and any small business outreach and assistance; contract phase-in (if applicable); and overall performance.
  - (10) Provide the last three full years of OSHA Form 300A, Summary of Work-Related Injuries and Illnesses. The OSHA 300A shall include the injury and illness data of the offeror its and major subcontractor(s). The offeror shall summarize all Federal and State OSHA citations to include case or citation number, executive summary, and final disposition. If the OSHA Form 300A is not available, the offeror may provide equivalent data in an alternate format.
  - (11) The offeror shall provide information on any terminated contracts (partial or complete), within the past three years and the basis for termination (convenience or default) to include the contract number, Terminating Contracting Officer's name, email address, and telephone number.
  - (12) Submit additional information (within page limits and time period notated above) if such information is necessary to establish a record of relevant performance.
- (e) The Government may consider the past performance of a parent or affiliate company or corporation, division, business unit, or segment (hereinafter parent/affiliate), but only to the extent the parent/affiliate will participate meaningfully in the resultant contract. When the past performance of a parent/affiliate is proposed in paragraph (c) of this provision, the offeror shall include the information identified in paragraphs (d)(1) through (3) to demonstrate that the parent/affiliate will have meaningful involvement in contract performance. It is not sufficient to include general statements about the availability of affiliate resources to move between parent/affiliate companies. The proposal shall:
- (1) Identify the resources (e.g., workforce, management personnel or other resource) by each applicable section identified in Attachment D-01, Performance Work Statement, that the parent/affiliate will be responsible for;
  - (2) Provide a narrative that describes how these resources will meaningfully affect performance under the resultant contract; and
  - (3) Include a signed letter of commitment from the parent/affiliate corporation in the case of workforce or other resources (submitted under the Mission Suitability Volume).
- (f) The offeror and its major subcontractor(s) are responsible for forwarding Attachment F-2, Past Performance Questionnaire, to customers listed in your proposal as required above. The offeror shall request that the customer references complete the Past Performance Questionnaire Form and return it to the Contracting Officer as stated in the questionnaire.

The offeror and major subcontractors are responsible for ensuring timely submission of questionnaires. The Government may contact the references directly. The Government will not accept questionnaires directly from offerors.

(End of provision)

### **F.6.3. VOLUME 3. PRICE**

Price shall consist of a price narrative (excludes subcontractors), and completion of Attachment F-3, Phase-In Price, Attachment F-4, NCS Price Proposal Template and Attachment F-5, NCS Subcontractor Price Template (if applicable). Failure to meet any requirements in this RFP section may result in the Offeror's proposal being removed from consideration making the Offeror ineligible for award.

- (a) The price narrative shall explain in detail all pricing and estimating techniques (i.e how fringe benefit rate was developed) used to develop the proposed price for all CLINs including (a) Phase-In, (b) Management and Reporting Requirements/Core Services, and (c) IDIQ Fully Burdened Labor Rates.
- (b) The Offeror (i.e., prime contractor) shall complete Attachment F-3, Phase-In Price Attachment F-4, NCS Price Proposal Template and its subcontractor(s) shall complete Attachment F-5, NCS Subcontractor Price Template in the native format. The offeror and its subcontractor(s) shall comply with the instructions contained within the pricing template(s) "Instruction" tab(s).
  - (1) Attachment F-4, NCS Price Proposal Template shall represent a fully integrated pricing strategy to include all subcontractors.
  - (2) The solicitation incorporates FAR 52.222-41 Service Contract Labor Standards and FAR 52.222-43, Fair Services Labor Standards Act and Service Contract Labor Standards–Price Adjustment (Multiple Year and Options Contracts).
    - (i) Pursuant to FAR 52.222-43 paragraph (b), "the Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause."
    - (ii) The offeror shall include in the pricing narrative an affirmative statement that its proposal does not include any contingencies and that wages and fringe benefits proposed for service employees are in accordance with the wage determinations incorporated in Section D of the solicitation. FAR 52.222-43 applies to area prevailing wage determinations and collective bargaining agreements.
  - (3) Attachment F-5, NCS Subcontractor Price Template is required for all subcontractors, regardless of dollar value. Subcontractors may submit Attachment F-5, NCS Subcontractor Price Template as part of the prime's proposal submittal to the Government or directly to the Government in accordance with NCS RFP provision F.4.

Subcontractor, as used in this provision, includes any supplier, distributor, vendor, firm or consultant (to include a parent/affiliate), other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract.

- (4) Offerors are required to provide a price for contract phase-in which accounts for all applicable NASA facilities identified in this NCS RFP as well as pricing including the base period and option periods for all NASA Centers identified herein.
- (5) The price list for Management and Reporting Requirements/Core Services, which includes the offeror's proposed Fully Burdened Labor Rates Rates, shall include all compensation (wages and fringe benefits); other direct cost (ODC) including materials, equipment, vehicles, transportation, subcontractors, certification/recertification; any shift differentials/pay premiums; general and administrative (G&A), overhead, and any other indirect as applicable; and profit, and shall account for straight time and overtime as applicable. The offeror shall propose onsite and offsite rates. The onsite rate is for services in accordance with clause B.10, Place of Performance, paragraph (a). The offsite rate is for services that will be performed in accordance with clause B.10 paragraph (b).
- (6) The price list for IDIQ Center Specific Fully Burdened Labor Rates shall include all compensation (wages and fringe benefits); any shift differentials/pay premiums; general and administrative (G&A), overhead, and any other indirect as applicable; and profit, and shall account for straight time, overtime, and double-time, as applicable. The offeror shall propose onsite and offsite rates. The onsite rate is for services in accordance with clause B.10, Place of Performance, paragraph (a). The offsite rate is for services that will be performed in accordance with clause B.10 paragraph (b).
  - (i) The price list for IDIQ Fully Burdened Labor Rates, all CLINs (base period, option periods, all applicable NASA Centers) will be multiplied by the Government-provided best-estimated quantities (BEQs). BEQ's are the same for each year of contract performance (base period, option periods, all applicable NASA Centers). Offerors shall not change the BEQ values in the IDIQ Center Specific Fully Burdened Labor Rates Tabs.
  - (ii) BEQs are for evaluation purposes only and do not represent a limit or guarantee of future work nor do they represent an obligation, commitment, or amount to be ordered by the Government. Because of the uncertainties involved, there will be no stated minimum or maximum quantities for these price lists, and no future adjustment to the resulting price lists, increase or decrease, will be made as a result of ordering above or below the BEQs.
- (c) In accordance with FAR 15.403-3(b), Adequate Price Competition, certified cost and pricing data is not required.

(End of provision)

#### **F.6.4. VOLUME 4. OTHER PLANS AND DATA**

The purpose of this volume is to provide to the Government the offeror's required plans and other data. Each item listed under "Volume 4" in F.5 NFS 1852.215-81, Proposal Page Limitations, must be identified/provided within this volume. The information contained within this volume will be evaluated within the applicable mission suitability subfactor or as described in Section F.

Additionally, if the offeror is a joint venture, the offeror shall provide a complete copy of the joint venture agreement signed by all parties (see 13 C.F.R. §121.103(h)).

(End of provision)

#### **F.6.5. VOLUME 5. MODEL CONTRACT**

- (a) The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. Volume 5 will be reviewed for completeness and accuracy but not evaluated and scored. The SF 1449, SF 30 if any, and all clauses and provisions requiring fill-ins from the Offeror shall be completed in this volume. The completed SF 1449 and any amendments issued on a SF 30 must be signed by an authorized representative of the Offeror.
- (b) Reserved.
- (c) 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 exchanges, or may otherwise affect an Offeror's competitive standing.

(End of provision)

#### **F.6.6. NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

- (a) Notice: The contracting officer has determined that this acquisition may give rise to an Organizational Conflict of Interest (OCI). Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5, Organizational Conflicts of Interest. The contracting officer

will not award a contract until the Government determines any conflict or potential conflict of interest is reasonably resolved.

(b) Description of potential conflict:

- (1) The nature of this conflict is the potential for conflicting roles that might bias the contractor's judgment (i.e., impaired objectivity). This conflict may arise in the contractor or its subcontractors' performance of the following NCS services including PWS Sections 4.1 Strategic Communications, Planning, and Integration; 4.2.3 Exhibition Program; and 4.3 Media Relations. Where performance of such services requires or advises Government use of Enterprise Multimedia and Integrated Technical Services (eMITS) or other NASA contract services and the same contractor or subcontractor will be performing the other contract services, the contractor's judgment may be biased. For example, this contract requires the contractor to develop plans for creation of exhibition content, including the need of potential graphics or digital models. The NCS contractor or subcontractor's judgment and objectivity in performing these services may be impaired if it has an interest in the eMITS contract which would perform the production and development of electronic media, graphics, and broadcasts. In such situations, there is a concern that the contractor or subcontractors' judgment and objectivity in performing this contract's requirements may be impaired due to the substance of the contractor's NCS performance having the potential to affect other interests of the contractor.

(c) Responsibility of the offeror:

- (1) OCI Assessment: The offeror shall provide an OCI Assessment as part of its proposal. The offeror shall assess and identify whether there is a conflict of interest involving contracts or subcontracts with NASA or other organizations, or participation in ongoing acquisitions/potential contracts. Actual or potential conflicts of interest and associated mitigations shall be included and addressed in the offeror's OCI Mitigation Plan. The description of conflicts shall include the solicitation or contract name, number, and type; period of performance; Contracting Officer's name and contact information; any OCI clause included in the referenced contract; any specific prohibition delineated or directed by the referenced contract; the types of services performed; and a description of conflicts or potential conflicts as assessed by the offeror. However, any associated resolutions shall be included in the offeror's OCI Mitigation Plan. This OCI Assessment shall be submitted as part of Volume 4.
- (2) OCI Mitigation Plan: The offeror shall provide an OCI Mitigation Plan as part of its proposal. The plan, as approved by the contracting officer, will be included in any resulting contract as Attachment D-11, Organizational Conflict of Interest Plan. The plan shall include all of the elements set forth in DRD 010-IAM, Organizational Conflict of Interest Plan. This OCI Mitigation Plan shall be submitted as part of Volume 4.

- (d) Evaluation: The Government, in its sole discretion, will determine whether an OCI exists and whether the OCI has been reasonably resolved.
- (1) The OCI Mitigation Plan will not be evaluated as part of Mission Suitability. However, before being eligible to receive an award, the offeror shall submit an acceptable OCI Mitigation Plan (including resolution(s) for any OCIs identified).
  - (2) The Government may communicate with any offeror at any time during the evaluation process concerning the offeror's OCI Assessment and the OCI Mitigation Plan.
  - (3) If the offeror's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the offeror, providing the reasons why its proposed resolution is not considered acceptable and allow the offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest.
- (e) Representation: By submission of its offer, the offeror represents, to the best of its knowledge and belief, that there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or the offeror has disclosed known relevant information regarding any actual or potential conflicts of interest.
- (f) Termination for default: If the successful offeror was aware, or should have been aware, of an actual or potential OCI before award of this contract and failed to fully disclose that conflict to the contracting officer, the Government may terminate the contract for default.
- (g) Waiver: The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.

(End of text)

#### **F.6.7. RESPONSIBILITY DETERMINATION.**

- (a) Eligibility for award will be contingent upon the contracting officer's affirmative determination of responsibility in accordance with FAR Subpart 9.104.
- (b) Definitive Responsibility Criteria. In accordance with FAR 9.104-2, the contracting officer has developed special standards of responsibility for this contract. To be eligible for award, the offeror must provide evidence of a single contract performed by the offeror or its major subcontractor (as defined in F.6.2) that demonstrates all of the following:
- (1) reserved
  - (2) was completed within the last five (5) years prior to this contract's initial RFP release date, with a minimum of twelve (12) months of performance performed within the last 5 years prior to this contract's initial RFP release date;

- (3) was valued greater than or equal to \$7 million (total potential contract value); and
- (4) demonstrates experience, as a prime contractor or subcontractor, performing at least one of the following communications services provided in PWS Sections:
  - 4.1 Strategic Communications, Planning, and Integration;
  - 4.2 Engagement - Stakeholder Relations and Public Engagement; and
  - 4.3 Media Relations

(c) Offerors shall set forth the above evidence in Volume 4, Plans and Other Data

(End of provision)

#### **F.6.8. LIST OF ATTACHMENTS TO SECTION F**

Attachment F-1. Key Personnel Résumé  
 Attachment F-2. Past Performance Questionnaire  
 Attachment F-3. Phase-In Price  
 Attachment F-4. NCS Price Proposal Template  
 Attachment F-5. NCS Subcontractor Price Template  
 Attachment F-6. TCP Summary Template

(End of list)

#### **F.7. EVALUATION FACTORS FOR AWARD**

- (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 and best value to the Government, price and other factors considered.
- (b) The following factors shall be used to evaluate proposals: Mission Suitability, Past Performance, and Price. A trade-off process, as described at FAR 15.101-1, will be used in making source selection with respect to the Mission Suitability, Past Performance, and Price factors. In accordance with FAR Subpart 15.304(e), the relative importance of these factors is: Mission Suitability and Past Performance factors, when combined, are significantly more important than Price factor. As individual factors, the Mission Suitability factor is more important than the Past Performance factor, and Past Performance factor is more important than Price factor.

(End of provision)

#### **F.7.1. MISSION SUITABILITY**

- (a) In accordance with FAR Subpart 15.3 and NFS Subpart 1815.3, the Government will evaluate the offeror's demonstrated understanding of the Mission Suitability subfactor requirements and approach for accomplishing those requirements, the appropriateness of the offeror's proposed resources, and associated programmatic risk. The Government will validate the consistency between all proposal volumes and any inconsistencies identified may indicate a lack of understanding and adversely impact the offeror's adjectival rating(s) and score. Only that information provided within the proposal will be evaluated; any reference to previously submitted information, if any, will be considered only to the extent the information is resubmitted as part of the proposal. Information incorporated by reference will not be considered or evaluated.
- (b) The information provided in the Mission Suitability volume will be evaluated as follows:
- (1) Subfactor 1 – Management Approach
- (i) Management Approach - The offeror's Management Approach will be evaluated for the following:
- (A) The offeror's project management approach; organizational structure (to include parent/affiliate company(s), joint venture partner(s), and any subcontractor(s)); management of personnel across varying geographic locations; and planned communication channels or proposed interfaces between the contractor and the Government will be evaluated for reasonableness in delivering requirements.
- (B) The offeror's approach for maintaining schedules; and utilization of management metrics to track progress and trends, to provide deliverables on time, and to maintain ongoing operations in an effective manner will be evaluated for efficiency.
- (C) The offeror's approach to providing complete and timely response to core services and/or indefinite-delivery indefinite-quantity (IDIQ) task order requests will be evaluated for efficiency and responsiveness.
- (D) The offeror's approach to support the dynamic and rapidly changing requirements of communications across the enterprise (10 NASA Centers and all its Mission Directorates, programs, and projects) will be evaluated for understanding the complexity and effectiveness in meeting the requirements.
- (E) The offeror's approach to support NASA's engagement of diverse audiences over a range of event types from small scale community-based events; to regional and national medium and large-scale conferences and symposiums; to program launches, will be evaluated for understanding and execution of requirements.



- (F) The offeror's management and/or work control system(s) will be evaluated for its ability to provide accurate and timely information and for compliance with NFS 1852.245-80.
  - (G) The offeror's work assignments will be evaluated for completeness.
  - (H) The offeror's description of the degree of autonomy/authority of the Program Manager (PM) will be evaluated for appropriateness and effectiveness in decision making.
- (ii) Phase-in Approach - The offeror's Contract Phase-in Plan will be evaluated for effectiveness and ability to ensure full performance on contract start date. The Government will assess the reasonableness of any assumptions made, approaches, and schedules, and their adequacy in ensuring that the required resources are available at contract inception. The Government evaluate the offeror's approach to assuring effective labor relations during contract phase-in.
  - (iii) Total Compensation Plan - The offeror's Total Compensation Plan will be evaluated in accordance with the provision of FAR 52.222-46, Evaluation of Compensation for Professional Employees. In accordance with FAR 52.222-46, professional compensation that is not in reasonable relationship to the various job categories, may adversely impact the offeror's Mission Suitability score or may result in rejection of the proposal. The Government will evaluate the offeror's proposed total compensation plan.
- (2) Subfactor 2 – Technical Approach
- (i) The offeror's Technical Approach will be evaluated to determine understanding and effective execution of technical requirements listed in section F.6.1.(2)(i)(A).  
  
The offeror's Key Personnel Résumés will be evaluated to determine if the key personnel meet or exceed the qualification requirements contained in Attachment D-6, *Standard Labor Categories*.  
  
The offeror's Letters of Commitment will be evaluated to determine if they were submitted in accordance with F.6.1(2)(i)(C).
  - (ii) The offeror's Staffing Approach will be evaluated on its ability to demonstrate a clear understanding of the effort necessary for successful performance of the contract requirements. The staffing plan will be evaluated for correlation with the proposed organizational structure and technical approach. The offeror's approach to minimize disruption of services will be evaluated to determine its effectiveness in meeting the requirements of the contract.
- (c) Consistency between all proposal volumes will also be validated and any inconsistencies may indicate a lack of understanding and adversely impact the offeror's adjectival rating(s) and Mission Suitability score.

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

Subfactor	Points
Subfactor 1 - Management	600
Subfactor 2 - Technical	400
Total	1,000

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

- Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- Significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

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

- Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.
  - Significant strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.
- (f) The Government will assign adjectival ratings and numerical scores for each subfactor using the adjectival ratings, definitions, and percentile ranges set forth at NFS 1815.305(a)(3)(A).
- (g) The Government will establish a total Mission Suitability factor numerical score by adding all of the subfactor points assessed. A summary adjectival rating will not be assigned for this factor.

(End of provision)

**F.7.2. PAST PERFORMANCE**

- (a) The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. The evaluation of relevant past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2) as applicable. The Government will evaluate the offeror's and its major subcontractor(s)', individual partners, and parent/affiliate(s)', where applicable, recent performance of relevant work similar in size, content, and complexity to the requirements of this solicitation. Contracts cited by the offeror and its subcontractor(s) shall meet the criteria established in F.6.2. paragraph (c)(1) and (c)(2). The Government will evaluate the Offeror's and its major subcontractor(s)' management, technical, and labor relations performance; safety reports (e.g. OSHA Form 300A) and contract phase-in (as applicable); and any problems encountered and efficiency/effectiveness of resolution. The Government will consider the resources of a parent/affiliate in its evaluation if the parent/affiliate participates meaningfully in the resultant contract (see F.6.2. paragraph (e)).
- (b) The evaluation will consider the offeror's past performance volume and responses to past performance questionnaires. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources.
- (c) The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. The evaluation will consider the scope of work the offeror and its major subcontractor(s) are proposing to perform to determine the relevancy of their past performance information. The Government will not disclose the names of persons/companies who provide performance information.
- (d) The Government will evaluate past performance and assign a level of confidence ratings as defined below. Past Performance Levels of Confidence Ratings:
  - (1) Very High Level of Confidence: The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.
  - (2) High Level of Confidence: The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall

performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.

- (3) Moderate Level of Confidence: The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.
- (4) Low Level of Confidence: The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
- (5) Very Low Level of Confidence: The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.
- (6) Neutral: An offeror without a record of relevant past performance or for whom information on past performance is not available.

(End of provision)

### **F.7.3. PRICE**

The Government will evaluate price proposals in accordance with FAR Subpart 15.4, Contract Pricing and may use one or more of the various price analysis techniques and procedures found at FAR 15.404-1(b) to ensure a fair and reasonable price. In accordance with FAR 15.403-3(b), Adequate Price Competition, certified cost and pricing data is not required.

- (a) For purposes of source selection, the total evaluated price will consist of the sum of the following:
  - (1) Phase-in price, if any.
  - (2) Contract price list for Management and Reporting Requirements/Core Services for the base period and option periods 1-3 (includes all applicable NASA Centers). Note – Option period 3 will be multiplied by 1.5 (reference FAR 52.217-8).

- (3) Contract price list for IDIQ Center Specific Fully Burdened Labor Rates for the base period, option periods 1-3 multiplied by the Government-provided BEQs.
- (4) Non-Proposed Values: The total other direct costs (ODC) for non-proposed values, pre-populated for PWS 3, 4, and 5 in Attachment F-4, NCS Price Proposal Template. The offeror shall not change Government-provided non-proposed values (also called plug numbers).

(End of provision)