AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 1

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
003	See blk 16c	4200446197	

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NASA John F. Kennedy Space Center Procurement Office, Mailcode OP-LS Attention: Helena Wilkas, M7-0355 Room 3142D Kennedy Space Center, FL 32899	KSC	Same as Block 6	

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*	(x)	9A. AMENDMENT OF SOLICITATION NO.
To all potential offerors		NNK12446197R
	X	9B. DATED *(SEE ITEM 11)* 09/05/12
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning (1) one copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Amendment to Solicitation

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The Purpose of Amendment 003 is to make the following changes:
CLINs 1 & 2 pricing shall be in accordance with the Calendar Year (CY) of launch date rather than CY of PPTO issuance date. CLINs 1 & 2 CY pricing years are changed from 2013-2017 to 2014-2018 to reflect launch date pricing. CLINs 3, 4, & 5 pricing shall be priced in the CY in which the services are provided.

1. Revise Article B-7, Price Schedule to reflect pricing to be in CY of launch date for CLINs 1 & 2 and in CY of services provided for CLINs 3, 4, & 5.
2. Revise Table B-7.1 to reflect CY pricing in CYs 2014 - 2018.
3. Revise Article F-2, Ordering Period to reflect effective ordering period of January 1, 2013 – December 31, 2017.
4. Revise Article L-4 B. General to reflect CY 2014 – 2018.
5. Revise Article L-4 C.3 to reflect CY 2014 – 2018.
6. Revise Article L-9 PS-1 to reflect CY 2014 – 2018.
7. All other information within the RFP, including the due date for responses, remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	Jackyln L. Norman, Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Jackyln L. Norman *(Signature of Contracting Officer)*	09/05/12

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SECTION B - SERVICES AND PRICES

ARTICLE B-1 TYPE OF CONTRACT

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) task order contract for payload processing services. CLINs 1 and 2 will be incorporated into the contract as not-to-exceed prices. All other CLINs will be negotiated at the Task Order level.

ARTICLE B-2 PERIOD OF PERFORMANCE FOR PLACING ORDERS

The period of performance is a five-year ordering period. The ordering period is detailed in Article F-2.

ARTICLE B-3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Attachment A, entitled "Statement of Work, Launch Services Program West Coast Commercial Payload Processing-2 for the National Aeronautics and Space Administration" dated July 2012.

ARTICLE B-4 MINIMUM/MAXIMUM

The Government guarantees an order with a minimum payment of $10,000 to be issued for each contract. There will be no further obligation on the part of the Government. The maximum dollar value of services ordered under all contracts awarded for this requirement shall not exceed $16,000,000.00. The dollar value of all orders placed under this contract will be applied to the minimum and maximum dollar obligation amounts found under Article I-1, Order Limitations.

ARTICLE B-5 SPECIAL TASK ASSIGNMENTS

The Contractor shall perform specific tasks as required and designated as CLIN 4 in the schedule. Procedures for ordering the work are provided in Article G-2, Task Ordering Procedures.

ARTICLE B-6 FACILITY MODIFICATIONS

The Contractor shall perform Facility Modifications as required and designated as CLIN 5 in the schedule. Procedures for ordering the work are provided in Article G-2, Task Ordering Procedures.

ARTICLE B-7 PRICE SCHEDULE

The Contractor shall provide Standard, Non-Standard, and Mission Unique Services in support of mission processing at the Contractor's processing facility, including arrangements for receipt of flight hardware and Ground Support Equipment (GSE). Specific services shall be documented in Payload Processing Task Orders (PPTOs) issued in accordance with Article G-2, Task Ordering Procedures, and mission-specific Launch Site Support Plans (LSSPs) to be included as Appendix A in issued PPTOs.

The Contractor shall provide prices as outlined below, with prices corresponding to the calendar year (CY) of the launch date. All prices are to be "Not to Exceed" (NTE) prices. Firm-fixed prices within NTE limits will be established for specific missions and incorporated in subsequently issued Task Orders. The PPTO will nominally be issued 15 months prior to the scheduled Launch Date; however, certain PPTOs may require an earlier award based on specific mission requirements. If a change to the target launch date and/or actual launch date affects the initial CLIN price, the Contracting Officer will issue a contract modification in accordance with Article F-4, part (b), to reflect the change to the CLIN price. Adjustments will be made to the remaining milestone payments as required.

CLIN 1 Standard Services – Table B-7.1

Item No.	Service	Qty/Unit	Calendar Year NTE Price Schedule
1	Standard Service	1 JOB	CY 2014 $ CY 2015 $ CY 2016 $ CY 2017 $ CY 2018 $

CLIN 2 Non-standard Services – Table B-7.2

Item No.	Non-standard Service Item	Description	Qty/ Unit	Calendar Year NTE Price Schedule
2.1	Extended Facility Occupancy for a Standard Mission	One week extended facility occupancy excluding allowable grace period	1 JOB	CY 2014 $ CY 2015 $ CY 2016 $ CY 2017 $ CY 2018 $
2.2	Abbreviated hazardous spacecraft processing flow for 4 weeks.	Up to 4 weeks of hazardous operations (fueling, spinning or lifting) using the clean room and control room with minimal administrative support.	1 JOB	CY 2014 $ CY 2015 $ CY 2016 $ CY 2017 $ CY 2018 $
2.3	Shortened spacecraft processing flow for 10 weeks	A full spacecraft processing of 10 weeks duration.	1 JOB	CY 2014 $ CY 2015 $ CY 2016 $ CY 2017 $ CY 2018 $

CLIN 3 Mission Unique Services

The Contractor shall provide Mission Unique Services as specified in the PPTO and the PPTO appendices. Pricing for this CLIN shall be based on the calendar year in which the services are provided. The firm-fixed-price for Mission Unique Services shall be established in accordance with Article G-2, Task Ordering Procedures.

CLIN 4 Special Task Assignments

The Contractor shall perform Special Task Assignments as specified in the issued Task Orders. Pricing for this CLIN shall be based on the calendar year in which the services are provided. The firm-fixed-price for Special Task Assignments shall be established in accordance with Article G-2, Task Ordering Procedures. Payment for Special Task Assignments will be made at the completion of the special task, unless otherwise indicated.

CLIN 5 Facility Modifications

The Contractor shall perform Facility Modifications as specified in the issued Task Orders. Pricing for this CLIN shall be based on the calendar year in which the services are provided. The firm-fixed-price for Facility Modifications shall be established in accordance with Article G-2, Task Ordering Procedures. Payment for modifications priced at $10,000 or less shall be spread over task order milestone payments. Modifications priced greater than $10,000 will be paid 10% upon issuance of Task Order, 40% at design approval, and the remaining 50% directly upon completion of the upgrade.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

ARTICLE C-1 SCOPE OF WORK

The Contractor shall provide personnel, material, and facilities (except as otherwise provided for in this contract) necessary to perform those functions set forth in Attachment A, "Statement of Work, Launch Services Program West Coast Commercial Payload Processing-2 for the National Aeronautics and Space Administration" dated July 2012.

(End of Clause)

ARTICLE C-2 DATA REQUIREMENTS LIST (DRL)

A. The Contractor shall furnish all data identified and described in Attachment B, "Data Requirements List."

B. The Government reserves the right to reasonably defer the date of delivery of any or all line items of data specified in the DRL. Such right may be exercised at no increase in the contract amount. The Government also reserves the right to terminate or add to the requirement for any or all line items of data specified in the DRL. In the event the Government exercises this latter right, the contract amount shall be subject to equitable adjustment.

C. To the extent that data required to be furnished by other provisions of this contract are also identified and described in the DRL, compliance with the DRL shall be accepted as compliance with such other provisions. In the event of conflict between the identity and description of data called for by specific provisions of this contract and the DRL, the DRL shall control the data to be furnished.

D. Nothing contained in this DRL provision shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract which are not identified and described in the DRL attached to this contract. Whenever such data are identified, either by the Contractor or the Government, they will be listed in the DRL.

E. Except as otherwise provided in this contract, the cost of data to be furnished in response to the DRL attached to this contract is included in the price of this contract.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

ARTICLE E-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:
None Incorporated by Reference

ARTICLE E-2 INSPECTION AND CERTIFICATION OF FACILITY

(a) The Contractor shall provide and maintain an inspection and certification system covering the facilities provided to the Government under this contract which is acceptable to the Government. Complete records of all inspection work performed by the Contractor shall be maintained and made available and accessible, in a timely fashion, to the Government during contract performance and for as long afterwards as the contract requires.

(b) The Government has the right to attend, observe and otherwise participate in the inspection and testing of all facilities called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall provide its assessment of those inspections and tests that, in the judgment of the Government, do not satisfy or conform to the requirements of the contract, in a manner that will not unduly disrupt or delay the work.

(c) From receipt of certificate of facility readiness (DRL 4) through the facility occupancy period, if the facility does not conform with contract requirements, NASA may require the Contractor to provide the facility in conformity with contract requirements, at no increase in contract price. When the defects in the facility cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, (2) reduce the contract price to reflect the reduced value of the facility provided, (3) by contract or otherwise, provide the facility or perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, and/or (4) terminate the contract for default.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe, clean and convenient performance of these duties.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

ARTICLE F-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:
None Incorporated by Reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES
None Incorporated by Reference

ARTICLE F-2 ORDERING PERIOD

The effective ordering period of this contract shall be for a period of 5 years from January 1, 2013 – December 31, 2017. Task Orders may be issued under this contract during this ordering period.

ARTICLE F-3 PLACE OF PERFORMANCE

The place of performance will be at the Contractor's facility on Vandenberg Air Force Base, CA.

ARTICLE F-4 ADJUSTMENTS TO PAYLOAD PROCESSING SCHEDULE (GOVERNMENT AND CONTRACTOR DELAYS)

(a) Definitions

The following definitions are applicable to this clause:

Launch Date (LD): The launch date as specified in the Payload Processing Task Order.

Initial Facility Occupancy (IFO) Date: The initial facility occupancy date as specified in the Payload Processing Task Order (PPTO). This date reflects the initial arrival of spacecraft personnel or mission-related equipment at the facility. Access to the facility prior to IFO is required to accommodate communications installation and checks. This access is limited to one week, and will not count against the Occupancy Period.

Facility Departure Date: The date that all payload hardware and personnel vacate the facility, nominally 7 days after the launch date.

Occupancy Period: The period of time from the Initial Facility Occupancy date to the Facility Departure Date, nominally 14 weeks plus any applicable grace period.

Delay: A Government or Contractor delay of either IFO date or the LD. A Delay will be effected by the delaying party providing a written notice specifying the duration of the delay.

Grace Period: An allowable period of time for delays of the LD (if notification of delay is made after initial facility occupancy date). During the grace period, delay damages are waived. The total cumulative grace period used for any one mission cannot exceed 1 week.

(b) Schedule Adjustments

The Contractor shall be notified of government delays in IFO and/or LD in a timely manner. Government delays declared after the first PPTO payment has been made and prior to IFO are subject to equitable adjustment. Government Delays declared between IFO and Facility Departure Date will be subject to equitable adjustment to cover Contractor costs not otherwise included in the weekly extended facility occupancy rate which applies to delays extending the Occupancy Period plus grace period, if applicable. This rate shall be applied in weekly denominations only and shall be calculated in accordance with terms set forth in the contract. Contractor delays shall be subject to equitable adjustment credits. Delays caused by the Contractor's inability to support mission schedule requirements due to changes in other launch customer requirements, including other Government launch customers, will be considered Contractor delays and may result in the Government terminating the PPTO without penalty to the Government.

(c) No Fault

1. There shall be no postponement fees or equitable adjustment when the delay arises solely out of causes beyond the control of NASA or the Contractor, and not due to the fault or negligence of NASA or the Contractor. Such causes include, but are not limited to, the following:

   Delays resulting from Acts of God, acts (including delay or failure) of any Governmental authority other than the contracting agency, wars, riots, revolution, hijacking, strikes, freight embargoes, sabotage, epidemics, or any condition which jeopardizes the safety of the employees of the Government, the Contractor, or its subcontractors.

   Should any of the above occur, the Contractor shall be responsible for taking reasonable steps to mitigate any impacts to the payload processing facility schedule. Further, each party agrees to bear its own costs for the delay with no increase to the contract price.

2. The Contracting Officer shall decide whether events or causes for delays are or are not beyond the control of NASA or the Contractor. Any disagreement shall be subject to the Disputes clause.

(d) Notice

If the Contractor or the Government receives a Notice of Delay from the other party, the Contractor or the Government shall, within three days of receipt, agree to the requested new IFO date and/or LD or propose an alternative. If the Government and the Contractor fail to agree on a new IFO date and/or LD, then the Contracting Officer shall set the new IFO date and/or LD except as noted in paragraph (e) below. Any disagreement shall be subject to the Disputes clause of this contract.

(e) Scheduling

The Contractor will use its best efforts to accommodate and agree to the Government's request for a new IFO date or LD. If the Contractor is unable to meet the Government's request because of its other service obligations to third parties, the Contractor will consult with the Government and treat the Government's request at least as favorably as the requests of third parties, in the Contractor's attempt to reschedule the affected services in an equitable manner. In the event that commitments to other launch customers, including other Government customers, preclude the Contractor from meeting NASA mission requirements, the Government may terminate the PPTO without penalty to the Government.

(f) Concurrent Delays

The parties agree that the liquidated damages and/or equitable adjustment specified in this contract for IFO and/or LD delays are not payable for concurrent delays by NASA and the Contractor.

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

ARTICLE G-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
None Incorporated by Reference

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

NFS 1852.216-80	Task Ordering Procedures (OCT 1996) Insert: fill-in paragraph (c) "30"; paragraph (e) "5".
NFS 1852.223-71	Frequency Authorization (DEC 1988)

ARTICLE G-2 TASK ORDERING PROCEDURES

A. Types of Task Orders.

There are two types of task orders that may be issued under this contract: (1) Payload Processing Task Order (PPTO) and (2) non-PPTO. PPTOs will be used to order payload processing Standard Services (CLIN 1); Non-standard Services (CLIN 2); Mission Unique Services (CLIN 3); Special Task Assignments (CLIN 4); and Facility Modifications (CLIN 5). CLINs ordered under a PPTO are related to a specific mission. Items ordered under CLINs 3, 4, or 5 that are not related to a specific payload processing service will be ordered as non-PPTOs. PPTOs will be ordered in accordance with FAR 16.505. The Government has the unilateral right to order, and the Contractor has the obligation to provide, payload processing services under this contract. Any such unilateral order shall be issued no later than 60 days prior to the initial facility occupancy date or required performance date. The Contractor may, however, return a unilateral order or otherwise decline to bid on a Request for Payload Processing Services Proposal (PPSP) in the event that the requested facility occupancy period is contractually committed to another party. Proposal preparation costs associated with responding to any request for proposal under this contract that may or may not lead to an order, must be treated as an indirect cost.

B. Payload Processing Task Orders

1. *Requests for Payload Processing Services Proposals (PPSP).* The request for PPSP will provide any special instructions regarding the level of detail required in the proposal, and will include a date and time for submission of the proposal. Generally, proposals will be due within thirty (30) calendar days from the date of the request for PPSP.

2. *Payload Processing Services Proposal.* The Contractor, when submitting a PPSP, shall indicate the PPSP is compliant with the contract terms, statement of work, and the specific requirements contained in the request for PPSP.

Pricing for all PPSPs Standard and Non-Standard Services shall not exceed the maximum NTE prices contained in Tables B-7.1 and B-7.2 of this contract, but may be adjusted downward by the Contractor for the specific payload processing service being proposed. Any Contractor proposed reduction will be applicable to the current PPSP only and will not be deemed as a permanent reduction of the NTE prices contained in Tables B-6.1 and B-6.2. Pricing detail shall be sufficient to allow the Government to determine price reasonableness. Any Mission Unique Services, Special Task Assignments, or Facility Modifications not priced in the 14-week Standard Service or the 10-week Non-Standard Service must be separately identified and individually priced. Technical and pricing support documentation shall be provided in the task order proposals in sufficient detail to allow for a complete evaluation of the requirements.

The proposed payload processing services price, including applicable priced Non-Standard Services, Mission Unique Services, Special Task Assignments, or Facility Modifications, shall be totaled for a single firm-fixed price for all efforts required under the order for that payload processing service. The total firm-fixed price shall be applied to the percentages in Article H.8, "Milestone Performance and Payment," for conversion to dollar amounts for each payment event. In addition, the accomplishment criteria narration shall be appropriately modified to add criteria based on any Non-Standard Service, mission unique service, Special Task Assignment, or Facility Modifications to be performed.

3. *Payload Processing Services Proposal Evaluation.* The Contracting Officer will evaluate the following factors prior to award of a PPTO:

a. Technical capability/risk, including the following:
   (1) Contractor's ability to meet specific spacecraft requirements, including schedule requirements, as specified in the Request for PPSP.
   (2) Information gained through Government Insight and Approval activities.
   (3) Unique terms and conditions contained in a contract which may impact price, performance, or risk.

b. Reasonableness of proposed price, including any probable cost impacts to the Government as a result of technical risks.

c. Past performance on earlier orders under this or the predecessor contract, including quality, timeliness, and cost control.

4. *Modifications to Payload Processing Services Task Orders.* After a PPTO is issued, it may be necessary to add priced non-Standard Services to the PPTO. These additions will be accomplished via modifications to the original PPTO. In addition, Mission Unique Services, Special Task Assignments, and Facility Modifications specific to a mission may be added to, or deleted from, PPTO's via modification to the original PPTO. In this instance, the terms of the existing PPTO, such as price, payment events, and accomplishment criteria, will be modified to reflect the change.

C. Non-PPTOs

Issuance of non-PPTOs will normally be a follow-on to a PPTO and, therefore, issued pursuant to paragraph B of this Article (Task Ordering Procedures), as applicable. Non-PPTOs may be issued for Special Task Assignments under CLIN 4 and Facility Modifications under CLIN 5. As mentioned above, any Non-Standard Services, Mission Unique Services, and Special Task Assignments and Facility Modifications specific to a mission will be ordered via a PPTO or a modification to a PPTO.

D. Task Order Authorization and Content

The only person authorized to issue task orders under this contract is the Kennedy Space Center Contracting Officer. Task orders will be issued in writing; however, any facsimile, electronic, or oral task orders issued by the Contracting Officer will be confirmed in writing within 5 business days. The Contractor will acknowledge receipt and acceptance of the task order by signing the task order and returning it to the Contracting Officer. Each task order will include the following information:

1. Date of the task order;
2. Contract number and task order number;
3. Statement of Work and any other documentation on which the price is based;
4. Product or Service to be delivered;
5. Task order price;
6. Completion/Delivery date;
7. Accounting and appropriation data.

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

ARTICLE H-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES
None Incorporated by Reference

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

NFS 1852.223-70	Safety and Health (APR 2002)
NFS 1852.223-75	Major Breach of Safety or Security (FEB 2002)
NFS 1852.225-70	Export Licenses (FEB 2000)
NFS 1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle Launches (SEP 1993)

ARTICLE H-2 JOINT FACILITY OCCUPANCY

The Contractor shall provide dedicated and distinct processing space and control room space for each NASA payload. If multiple operations are on-going in this facility, the Contractor shall ensure the following:

1. NASA communications (including voice, video, and data) are not impacted by other payload communications, usage, and requirements;

2. NASA schedules are not impacted by other operations within the facility;

3. NASA cleanliness requirements shall not be compromised due to sharing of common A/C systems, access doors, etc.;

4. NASA payloads, as well as NASA personnel, and their contractors, representatives, and approved visitors, shall be physically safe from effects of other planned operations;

5. NASA operations shall have access to work space without interference from other ongoing operations within the facility (e.g., paging and area warning system, use of facility power systems, personnel access, crane usage, facility lighting, etc.);

6. The Contractor shall ensure that there are no RF or magnetic disturbances in the assigned work areas created by other facility occupants. The Contractor should be prepared to work with the Spacecraft User to establish other unique environments as required;

7. When hazardous operations are planned/anticipated, the Contractor shall coordinate with all parties/facility occupants to minimize schedule impacts; and

8. The Contractor shall ensure that all personnel are notified regarding hazards from other occupants' programs.

ARTICLE H-3 LSP SAFETY AND HEALTH

(a) The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health, including AFSPCMAN 91-710, Range Safety User Requirements Manual and any other relevant requirements of this contract. The Contractor shall comply with AFSPCMAN 91-710 unless they have an existing agreement with the Range to use a predecessor document, such as Eastern & Western Range Safety requirements, EWR 127-1. Proof of such agreement must be provided to NASA.

(b) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, in all solicitations and subcontracts of every tier.

(c) The Contractor shall maintain a safety and health plan in accordance with AFSPCMAN 91-710 requirements and continually update the safety and health plan for changes to safety requirements, new or modified hardware (both flight and GSE). In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor will jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence the following deliverables:
   (1) Written hazardous operating procedures for all hazardous operations;
   (2) Qualification standards for personnel involved in hazardous operations;
   (3) Written hazard reports or Failure Mode Analysis.

   The Contractor shall support the payload safety review process and tailoring of the spacecraft safety requirements in accordance with NPR 8715.7, Expendable Launch Vehicle Payload Safety Review Program. The Contractor shall perform the following functions:
   (1) Ensure compliance with all safety requirements for their area of responsibility and authority.
   (2) Review and provide comments to the project on all payload safety review. deliverables and meeting minutes within 30 days after submittal per paragraph 2.4 of NPR 8715.7.
   (3) Assess and concur (or obtain concurrence from their management as needed) on tailoring and any waiver to a safety requirement that is within their scope of responsibility per paragraphs 1.4 and 1.5 of NPR 8715.7.
   (4) Coordinate with the Payload Safety Working Group (PSWG) to resolve payload safety concerns and, if needed, with the Agency Team.

(5) Ensure that facility issues are disseminated to their organization and to other PSWG members.
(6) Participate in all PSWG activities associated with their areas of responsibility, including but not limited to meetings, mission safety reviews, design reviews, ground operations reviews, and others activities as required by the PSWG Chairperson.
(7) Assess and concur on plans and hazard reports for operations in facilities that fall under their safety responsibility as needed to receive and process the payload.

(End of clause)

ARTICLE H-4 GOVERNMENT INSIGHT AND APPROVAL

In addition to the rights the Government has under the inspection clauses of this contract, the Government shall have the right of insight and approval. In order for the Government to ensure the highest practical probability of mission success for each payload processed through the Contractor's facility, the Government must be provided an adequate level of insight into and/or approval of certain Contractor products, tasks and milestones. The Contractor shall maintain all documentation requiring insight or approval at the Contractor's facility. This includes insight into and/or approval of certain subcontractor tasks where some hands-on operations are performed (e.g. payload transportation).

The Government's monitoring of payload processing facilities and services provided by the private sector has two elements: approval and insight. Government approval is defined as providing authority to proceed and/or formal acceptance of requirements, plans, designs, analyses, tests, or success criteria in specified areas. Where Government approval is required, the payload processing facility Contractor shall submit the necessary documentation to the Government Contracting Officer and copies to the Government COTR.

Government insight is defined as gaining understanding necessary to knowledgeably concur with the Contractor's action through watchful observation, inspection, or review of program events, documents, meetings, tests, audits, hardware, etc., without approval/disapproval authority. Where Government insight is required, the payload processing facility provider shall notify the Government COTR at the processing site of meetings, reviews, or tests in sufficient time to permit meaningful Government participation.

Should approval or insight identify noncompliance with the terms and conditions of the contract, a difference in interpretation of test results, or disagreement with the Contractor technical directions, the Government will take appropriate action under the terms of the contract to ensure contract compliance or resolve differences with the Contractor.

NASA shall have insight into and/or approval of Contractor initiated changes that affect NASA missions, in accordance with SOW 3. This insight/approval shall be accommodated with no increase to the contract price.

Specific areas where the Government requires the right of approval and/or insight are listed in the following paragraphs. Additional requirements applicable to new and modified payload processing facilities and systems that have not been proven are defined in paragraph F.

A. PAYLOAD PRE-SHIP FACILITY INSPECTION

Approval is required for the following:

1. Certificate of Facility Readiness (COFR)
2. Selection of facilities and rooms to be provided for processing activities, and control rooms and office areas.

Insight is required for the following:

1. Facility and facility systems analyses, tests and configurations
2. Mission reviews, plans, and schedules
3. Major/Critical problems
4. Operations and maintenance procedures
5. Facility operating permits, licenses or other authorizing documents
6. Safety procedures and processes

B. EQUIPMENT/PAYLOAD OFFLOAD, TRANSPORT, AND DELIVERY

Approval is required for the following:

1. Offload and transport operation and procedure
2. Transportation route survey

Insight is required for the following:

1. Security escort, badging, and permit arrangements
2. Handling GSE
3. Safety procedures

C. PAYLOAD PROCESSING FACILITY AND SERVICES

Approval is required for the following:

1. Manifest Schedule (NASA missions only)
2. Sample analysis of propellants, gasses, and fluids
3. Payload Processing Facility cleanliness
4. Storage of GSE and flight hardware

Insight is required for the following:

1. Work schedules and plans (facility and facility systems)
2. Other tenants processing schedules
3. Major/critical problems
4. Anomaly resolution
5. Failure analysis

6. Operations and maintenance procedures
7. Maintenance history logs
8. Maintenance schedules
9. Storage, handling and sample analysis of propellants
10. Facility Security procedures
11. Facility Safety procedures

D. POST LAUNCH EQUIPMENT DEPARTURE

Insight is required for the following:

1. Handling of GSE
2. Facility and facility systems analysis and test

E. ANALYSIS AND INVESTIGATIONS AFFECTING NASA MISSIONS

Insight is required for the following:

1. Anomaly Investigation/Closeout

F. NEW AND MODIFIED PAYLOAD PROCESSING FACILITIES AND SYSTEMS

For the systems listed below, NASA will approve hardware design specifications, plans for analyses and tests of such hardware, and the suitability of the manufactured hardware for payload processing operations. This approval requires that NASA receive insight into design reviews, analyses and test results, and test procedures and operations for the following systems:

1. Cranes and other hardware handling equipment
2. HVAC Systems
3. Communication Systems
4. UPS
5. Safety Systems (fire detection/suppression, toxic vapor monitoring, lightning protection, etc)

Notwithstanding the insight and approvals set forth above, the Contractor assumes full payload processing facility system performance responsibility as set forth in Section 2.2 of the Statement of Work, Launch Services Program West Coast Commercial Payload Processing-2 for the National Aeronautics and Space Administration" dated July 2012.

ARTICLE H-5 INVESTIGATIONS AND CORRECTIVE ACTIONS

1. In the event that the facility, facility systems, and/or facility support equipment do not achieve performance requirements or if any processing anomaly occurs, the Contractor shall investigate this anomaly or failure at its expense. The Contractor shall determine the scope of

the investigation and shall conduct and control the investigation. The Government, at its option, may provide an overview team to assess and approve the Contractor's investigative and corrective actions. The Government's designated representatives may observe and participate in the investigation.

2. The Contractor shall present to the Government its findings resulting from the investigation and the proposed corrective actions, if any. The Contractor has the burden of proof to show that the corrective action is sufficient. The Contracting Officer may either accept or reject any finding or corrective action. If the Contracting Officer accepts a finding and the related corrective action, the costs of the corrective actions will be borne by the Contractor including re-validation for NASA's use. The Government may at its option and its expense conduct its own investigation of the anomaly or failure. The Contractor shall cooperate with and fully support the Government's investigation.

3. If the Government determines that additional or corrective action other than that proposed by the Contractor is required, the Contractor shall implement the Contracting Officer's written direction to perform the corrective action. The costs of implementing the Contracting Officer's directed corrective action may be a basis for an equitable adjustment.

ARTICLE H-6 LIABILITY

A. Definitions

For purposes of this clause, the following definitions are applicable:

(1) A "Party" is a person or entity that signs this contract.

(2) The term "related entity" means:
- (i) a Contractor or subcontractor of a Party at any tier;
- (ii) a user or Customer of a Party at any tier; or
- (iii) a Contractor or subcontractor of a user or Customer of a Party at any tier.

"Contractors" and "subcontractors" include suppliers of any kind.

(3) The term "damage" means:
- (i) bodily injury to, or other impairment of health of, or death of, any person;
- (ii) damage to, loss of, or loss of use of any property;
- (iii) loss of revenue or profits; or
- (iv) other direct, indirect, or consequential damage.

(4) The term "launch vehicle" means an object (or any part thereof) intended for launch, launched from Earth, or returning to Earth which carries payloads or persons, or both.

(5) The term "payload" means all property to be flown or used on or in a launch vehicle.

(6) The term "Protected Space Operations" means all launch vehicle and payload activities on Earth, in outer space, or in transit between Earth and outer space performed under this contract. It includes, but is not limited to:

(i) research, design, development, test, manufacture, assembly, integration, operation, or use of: launch vehicles, transfer vehicles, payloads, related support equipment and facilities and services;
(ii) all activities related to ground support, test, training, simulation, or guidance and control equipment, and related facilities or services.

"Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a payload's product or process for use other than for launch vehicle related activities in implementation of this Contract.

(7) The term "Unusually Hazardous Risks" means those risks, beginning with payload arrival at the landing site or Payload Processing Facility, which result from the pressures, gasses, propellants, ordnance, fuels or radiation sources (such as ionized or non-ionized) utilized on the specific payload. Payload processing itself may involve hazardous situations (e.g., fueling) as would potential accidents resulting in burning, combustion, explosion or fuel leaks, (e.g., hydrazine) encountered during the processing flow.

B. Liability for Unusually Hazardous Risks - Third Party

a. Liability Scheme

(1) The Contractor shall continue in effect or otherwise purchase $25 million insurance coverage protecting the Contractor and/or the Government from third party claims for Unusually Hazardous Risks. If existing insurance is not applicable, or the amount is considered insufficient to cover the probable liability to third parties, and NASA has decided not to indemnify the Contractor from third party claims, then the Contractor shall obtain additional insurance to cover the third party claims. The cost for obtaining such additional insurance shall be subject to an equitable adjustment. The Contractor shall consult with and obtain the approval of the Contracting Officer before it modifies or cancels any such insurance that would affect the protection provided to the Contractor or the Government.

(2) If the payload processing services required by this contract are determined to be subject to Public Law 85-804 Indemnification for Unusually Hazardous Risks, and the Contracting Officer so notifies the Contractor, the Contractor may request approval for indemnification, if desired, in accordance with the procedures set forth in b. below. Note that the Contractor must submit any requests for indemnification to the

Government at least six months before the Occupancy Date. If the Contractor fails to provide a complete and timely request for indemnification, then the Government shall be under no obligation to approve the indemnification prior to occupancy. In no event will the Contractor be excused from proceeding with the occupancy as scheduled.

b. Procedures

(1) At least six months (or such other date as may in writing be agreed to) before the occupancy of a payload (or before the first payload of a series of payloads to be covered by insurance or indemnification) the Contractor shall provide to the Contracting Officer:

(i) a copy of the terms and conditions of any existing policy and/or the proposed insurance policy which covers third party liability and the premium cost to the Government for such proposed policy; and if the services under this contract are determined to be subject to Public Law 85-804 and the Contractor has elected to seek such indemnification, then

(ii) a request for indemnification which contains the information required by Federal Acquisition Regulations (FAR) Subpart 50.104-3 as supplemented by NASA FAR Supplement (NFS) 1850.104-3.

(2) The proposed insurance policy shall meet at a minimum the following requirements:

(i) The insurance shall protect the Contractor, and, to the extent insurance may be obtained without additional cost to the Government, it shall protect the Government.
(ii) The Contractor shall propose an amount of insurance protection that is available in the world market at reasonable premium cost.
(iii) The policy shall provide that coverage will attach upon commencement of initial facility occupancy date and shall remain in force through facility departure date and may not be revised or canceled prior to the facility departure date, unless the Contracting Officer agrees in writing to the revision or cancellation.

(3) Within 60 days after receiving the information described in paragraph B.b.(l) of this Article, the Contracting Officer shall:

(i) approve the proposed insurance policy; or
(ii) require modifications to the policy and establish a date for submission of a revised proposed policy; or
(iii) determine that the proposed policy shall not be purchased by the Contractor covering the Unusually Hazardous Risks of a particular mission.

(4) If the Government approves a proposed insurance policy, the Contractor shall provide proof of the required insurance by:

(i) certifying to the Contracting Officer, in a writing signed by an authorized officer of the Contractor, that it has obtained the approved insurance policy; and
(ii) filing with the Contracting Officer a certificate of insurance showing insurance coverage by the insurer of a currently effective and properly endorsed policy which has been approved by the Contracting Officer. The Contractor shall provide to the Government a copy of the approved insurance policy as soon as it becomes available.

c. Applicable Indemnity Clause

The clause in FAR 52.250-1 entitled "Indemnification Under Public Law 85-804 (APR 1984)" shall be included by reference in Article I-l of this contract, if the NASA Administrator determines that services under this contract are subject to Public Law 85-804.

C. Cross-waiver of Liability

a. The objective of this Paragraph C is to establish a cross-waiver of liability by the parties and related entities in the interest of encouraging participation in the exploration, exploitation, and use of outer space. This cross-waiver of liability shall be broadly construed to achieve this objective.

b. (1) Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in such paragraphs b(l)(i) through b(l)(iii) of this paragraph based on damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict and tort (including negligence of every degree and kind) and contract, against:

(i) another Party;
(ii) a related entity of another Party;
(iii) the employees of any of the entities identified in subparagraphs b(l)(i) and b(l)(ii) of this paragraph.

(2) In addition, each Party shall extend the cross-waiver of liability as set forth in paragraph b(l) of this paragraph to its own related entities by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in paragraphs b(l)(i) through b(l)(iii) of this paragraph.

(3) For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Convention on International Liability for Damage by Space Objects (Mar 29, 1972, 24 United States Treaties and Other International Agreements (U.S.T.) 2389, Treaties and other International Acts Series (T.I.A.S.) No. 7762) where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damage is damaged by virtue of its involvement in Protected Space Operations.

(4) Notwithstanding the other provisions of this paragraph C, this cross-waiver of liability shall not be applicable to:

(i) claims between a Party and its own related entity or between its own related entities;
(ii) claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
(iii) claims for damage caused by willful misconduct;
(iv) intellectual property claims;
(v) contract claims between the Parties based on the express contractual provisions of this contract, except for this Cross-Waiver of Liability clause;

(5) Nothing in this paragraph shall be construed to create the basis for a claim or suit where none would otherwise exist.

D. Limitation of Contractor and Customer Liability

Notwithstanding the definition of the term "Damage", to the extent that a risk of Damage is not dealt with expressly in this Contract, Contractor's liability to customer, and Customer's liability to Contractor arising out of this Contract, whether or not arising as a result of an alleged breach of this Contract, (i) shall be limited to direct damages only and shall not include any loss of revenue, profits or other indirect or consequential damages, and (ii) shall not exceed the total price paid to Contractor by

Customer for the Services to be provided for the particular Payload under this Contract.

ARTICLE H-7 LICENSES AND PERMITS FOR A PAYLOAD PROCESSING FACILITY/OPERATOR

The Contractor shall assume all responsibility for obtaining the necessary licenses, permits, site plans, and clearances, with the exception of radioactive materials, that may be required by the Department of Transportation, Department of Commerce, Department of Defense, or other Federal, State, or local governmental bodies or subdivisions thereof, or of any other duly constituted public authority in performance of the work whether performed by the Contractor or the Spacecraft User housed in the facility unless otherwise directed by the Contracting Officer. This includes obtaining a Technical Assistance Agreement approved by the Department of State for working with Foreign Spacecraft Users, if necessary. The Contractor shall obey and abide by all applicable laws, regulations or ordinances in order to operate as a commercial payload processing Contractor under this contract. All applicable costs and fees associated with obtaining licenses, permits, site plans, and clearances are included in the CLIN prices.

ARTICLE H-8 MILESTONE PERFORMANCE AND PAYMENT

A. DEFINITION

For purposes of this clause, the definition of "successful" means the Contracting Officer has determined that the Contractor has fully met all of the assigned milestones and required tasks in a timely manner.

B. PURPOSE AND AUTHORITY

The Contracting Officer will determine the performance price based upon evaluation of the Contractor's performance at each milestone. This determination will be based upon the success criteria defined in part C of this Article and data input from the Spacecraft User and the COTR.

C. PROCEDURES

The Contracting Officer will authorize payment based upon how well the Contractor completes five predefined milestones. Milestones one through four will have fixed percentage payments of the Task Order price, and the Contractors performance will be assessed, but the percentage will not be changed (except as authorized by Article F-4). The Contracting Officer may defer payment at any milestone when the Contractor has failed to meet the requirements of the milestone. The payment will only be deferred until that time when all requirements have been met. Milestone five will have a maximum percentage payment, based upon the initial Task Order price, which may be reduced based on the

Contractor's performance on milestones one through five. The five milestones, associated criteria, and percentages are defined as follows:

(1) Payload Processing Task Order

The Government will send a Payload Processing Task Order to the Contractor. The Contractor shall provide a Letter of Confirmation agreeing to the proposed processing schedule not more than 15 calendar days after receipt of the Payload Processing Task Order. Upon receipt of the Letter of Confirmation, the Contracting Officer will authorize payment of 5 percent of the Task Order price.

(2) The Certificate of Facility Readiness (COFR)

The Contractor is responsible for submittal of the COFR not later than 45 days prior to initial facility occupancy. The Government will provide approval/ disapproval not later than 30 days prior to initial facility occupancy. The approval will involve random inspection of system back-up documentation used in the preparation of the COFR, and may include an inspection or walkthrough of the facility, by the COTR or a designee. As a minimum, the COFR shall:

(i) Identify all systems by name
(ii) Identify each system as critical/non-critical
(iii) Provide a brief description of status and readiness of the facility and each facility system
(iv) Provide a copy of the certification for each system's proofload, calibration, compliance, or inspection
(v) List supporting documentation for each system
(vi) Provide a summary of facility modifications implemented since last NASA usage
(vii) Have an Open Items, Issues and Concerns Section with associated correction plan and date
(viii) Have an Exception, Waivers, and Deviation Section
(ix) Safety Statement of Readiness

Upon approval of the COFR, the Contracting Officer will authorize the payment of 30 percent of the Task Order price.

(3) Offloading and Transporting of GSE and Payload Hardware Into the PPF

The Contractor shall have provided the necessary equipment and personnel and transported the payload and GSE from the arrival point to the inside of the PPF without incident. The Contractor shall comply with all DRL requirements. In addition, all facility services and systems shall be in place and ready to support Spacecraft User activities. This shall include but not be limited to:

(i) Proof that operational systems (communications, television, RF, etc.) are validated and ready to support
(ii) Proof the administrative systems (desks, telephones, LAN, Fax machines, copiers, etc.) are ready for use
(iii) Proof the facility systems (power, gases, compressed air) are in place to support the payload and associated GSE
(iv) Proof that cleanroom specifications have been maintained

Upon completion of this activity, the Contracting Officer will authorize payment of 15 percent of the Task Order price.

(4) Payload Processing Period

The Contractor shall demonstrate that all facility systems have met the Government's minimum requirements as defined in the SOW, all necessary support services and materials have been provided in a timely manner, and any facility system failures or deficiencies have been corrected without causing delay to the processing schedule or impact to flight hardware. When the payload departs the facility, the Contracting Officer will authorize payment of 30 percent of the Task Order price.

(5) Facility Departure

The Contractor shall have demonstrated that all facility systems have met the Government's minimum requirements as defined in the SOW, all necessary support services and materials required at the PPF have been provided in a timely manner during the pad processing and launch periods, and any facility system failures or deficiencies have been corrected without causing delay to the processing or launch schedule. The Contractor shall have provided the necessary equipment and personnel to load and transport the GSE and payload (if required) from the PPF to the departure point without incident. When all mission-related hardware has departed the facility, the Contracting Officer will authorize payment of up to (or percentage thereof) 20 percent of the initial Task Order price, as defined by the table in Section D, and any increase/decrease due to contract modification.

D. PERFORMANCE PRICE

In the event the Contracting Officer determines that the Contractor has had less than successful performance ratings on any of the five milestones, the Contracting Officer may reduce payment of milestone five based on the following schedule:

Milestone Number	Reduction of Initial Task Order price
1	Up to 1 percent of Initial Task Order price
2	Up to 5 percent of Initial Task Order price
3	Up to 3 percent of Initial Task Order price
4	Up to 6 percent of Initial Task Order price
5	Up to 5 percent of Initial Task Order price

ARTICLE H-9 SUBCONTRACT REPORTING FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS

The amounts and percentages contained in the subcontracting reports required by FAR 52.219-9 and NFS 1852.219-75 shall be cumulative during performance of the contract. However, reporting shall only be required when task orders are active under this contract.

ARTICLE H-10 FACILITY UPGRADES AND MODIFICATIONS

Any facility upgrades or modifications, permanent or semi-permanent, that are paid for by NASA under this contract to enhance the Contractor's capability to meet the payload processing requirements of a particular mission will become the property of the Contractor, and the Contractor agrees to make the enhanced capability resulting from such upgrades and modifications available to NASA for the duration of the contract at no additional cost to the Government, if such upgrades can be provided at no additional cost to the Contractor.

ARTICLE H-11 MOST FAVORED CUSTOMER

The Contractor hereby certifies the CLIN prices for standard launch services under this contract are no higher than the lowest price charged to any other commercial or U.S. Government customer for an equivalent payload processing service during the twelve (12) months both preceding and following contract award, option exercise, or placement of a payload processing task order. The Government shall be entitled to a one-time reduction in contract price for each standard launch service failing to meet this certification. The price credit will be equal to the difference between the standard launch service price under this contract and the lower price awarded for an equivalent launch service.

ARTICLE H-12 HANDLING AND PROTECTION OF RESTRICTED INFORMATION

(a) Definition. "Restricted information," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded, the use and dissemination of which is restricted, and includes:

(1) Limited rights data;

(2) Restricted computer software;

(3) Information incidental to contract administration, such as financial, administrative, cost or pricing, or management information that embody trade secrets or are commercial or financial and confidential or privileged; and

(4) Information designated by NASA as Sensitive But Unclassified (SBU).

(b) Restrictions on use and disclosure of restricted information. With regard to any restricted information to which the Contractor is given access in performance of this contract that is either marked with a restrictive legend indicating that use and disclosure of the information is restricted or is specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, the Contractor agrees to:

(1) Use such restricted information only for the purposes of performing the services specified in this contract, and not appropriate the restricted information to its own or another's use;

(2) Safeguard the restricted information from unauthorized use and disclosure;

(3) Allow access to the restricted information only to those employees and subcontractors that need it to perform services under this contract;

(4) Preclude access and disclosure of the restricted information to persons and entities outside of the Contractor's or its subcontractor's organization(s);

(5) Inform employees who may require access to the restricted information about obligations to use it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure;

(6) Require that each employee that has access to restricted information complies with the obligations regarding restricted information included in this clause; and

(7) Return or dispose of the restricted information, as NASA may direct, when the restricted information is no longer needed for performance of work under this contract.

(c) Exceptions.

(1) The obligations and prohibitions of paragraph (b) do not apply to restricted information which the Contractor can demonstrate to the Contracting Officer—

i. Was publicly available at the time of receipt by the Contractor or thereafter becomes publicly available without breach of this contract;

ii. Was known to, in the possession of, or developed by or for the Contractor independently of the restricted information received from the Government and such knowledge, possession, or independent development can be shown;

iii. Was received by the Contractor from a party other than the owner of the restricted information, who has the authority to release the restricted information and did not require the Contractor to hold it in confidence; or

iv. Is released to or becomes available to a third party on an unrestricted basis from the owner of the restricted information, someone acting under the owner's control, or with the prior written approval of the owner.

(2) Under a valid order of a court or Government agency, the Contractor may release restricted information to which the Contractor is given access in performance of this contract, provided that the Contractor provides prior written notice to the owner of the restricted information of such obligation and the opportunity to oppose such disclosure. The Contractor shall provide a copy of the notice to the Contracting Officer.

(d) In the event that restricted information provided to the Contractor includes a restrictive legend that the Contractor deems to be ambiguous or unauthorized, the Contractor must notify the Contracting Officer of such condition in writing within 5 working days of receipt of the information. Notwithstanding such a notification, as long as the restrictive legend provides an indication that a restriction on use or disclosure was intended, the Contractor will treat the restricted information pursuant to the requirements of this clause unless otherwise directed in writing by the Contracting Officer or the owner of the restricted information.

(e) Other contractual restrictions on restricted information. This clause is subordinate to all other contract clauses or requirements that specifically address the access, use, handling, protection or disclosure of information. If any restrictions or authorizations in this clause are inconsistent with a requirement of any other clause of this contract, the requirement of the other clause shall take precedence over the requirement of this clause. Third party limited rights data and restricted computer software will be provided under this contract only as authorized by the clause at 52.227-14, Rights in Data--General, Alternates II and III (as modified by 1852.227-14, if applicable). If the Contractor believes there is a conflict between this clause and another clause in this contract regarding the access, use, handling, protection or disclosure of restricted information, the Contractor must consult with the Contracting Officer before taking subsequent actions under the other clause.

(f) The Contracting Officer may require the Contractor to demonstrate how it is complying with this Handling and Protection of Restricted Information clause.

(g) Remedies. Recognizing that this contract establishes a high standard of accountability and trust, the Contractor's breach of any of the conditions of this clause may provide grounds for the Government to—

(1) Disqualify the Contractor from subsequent related contractual efforts;

(2) Debar the Contractor for serious misconduct affecting present responsibility;

(3) Terminate the Contractor for default; or

(4) Pursue such other remedies as may be permitted by law, regulation, or this contract.

(h) Subcontracts. The Contractor shall insert, or require the insertion of, this clause, including this paragraph (h), suitably modified to reflect the relationship of the parties, in all subcontracts (regardless of tier).

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

ARTICLE I-1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
FAR 52.204-7	Central Contractor Registration (FEB 2012)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
FAR 52.212-4	Contract Terms and Conditions- Commercial Items (FEB 2012)
FAR 52.216-18	Ordering (OCT 1995) Insert: Fill-in Paragraph (a): "Such orders may be issued from award date through 5 years from award date" Insert: Fill-in Paragraph (a): "Contract
FAR 52.216-19	Order Limitations (OCT 1995) Insert: fill-in paragraph (a) "$10,000"; paragraph (b)(1) "$5,000,000"; paragraph (b)(2) "$5,000,000"; paragraph (b)(3) "30"; paragraph (d) "7"
FAR 52.216-22	Indefinite Quantity (OCT 1995) Insert: fill-in paragraph (d) "180 days after launch of the final mission authorized under this contract"
FAR 52.217-8	Option to Extend Services (NOV 1999) Insert: fill-in "the last 6 months of the current period of performance"

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

NFS 1852.215-84	Ombudsman (NOV 2011), Alternate I (JUN 2000)
NFS 1852.219-75	Small Business Subcontracting Reporting (MAY 1999)
NFS 1852.219-76	NASA 8 Percent Goal (JUL 1997)
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)

ARTICLE I-2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (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).

_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

_X_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

_X_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law

112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

_X_ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

_X_ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

_X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

_X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

_X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (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, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) 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 items:

[*Contracting Officer check as appropriate.*]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

ARTICLE I-3 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):

http://www.arnet.gov/far/
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS

ARTICLE J-1 ATTACHMENTS

The following attachments constitute part of this contract:

Attachment	Description	Number of Pages
A	Statement of Work	16
B	Documentation Requirements List	4
C	Acronyms and Abbreviations	2
D	Definitions	2
E	Applicable Documents List	2
F	Safety and Health Plan	TBD
G	Subcontracting Plan	TBD

The following Articles will not be physically included in any resultant contract/order, rather, they will be included by reference.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

ARTICLE K-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.225-25	NOV 2011	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN – REPRESENTATION AND CERTIFICATION

ARTICLE K-2 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via https://www.acquisition.gov . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.
(a) Definitions. As used in this provision--
"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
"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.
"Inverted domestic corporation," as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation

as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 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.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
"Service-disabled veteran-owned small business concern"—
(1) Means a small business concern—
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
"Subsidiary" means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
"Veteran-owned small business concern" means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
"Women-owned small business concern" means a small business concern --
(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.
(b)
(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through https://www.acquisition.gov . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (c) through (o) 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 ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to 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, for general statistical purposes, 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.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
(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 prepresents 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.
(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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either—
(A) It [_] is, [_] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration , and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It [_] has, [_] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]
(11) 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)(11)(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.
(d) Representations required to implement provisions of Executive Order 11246 --
(1) Previous contracts and compliance. The offeror represents that --

(i) It [_] has, [_] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [_] has, [_] has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that --
(i) It [_] has developed and has on file, [_] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It [_] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and 'United States' are defined in the

clause of this solicitation entitled "Buy American Act--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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
Other Foreign End Products:
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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":
Canadian End Products:
Line Item No.:

_____

[List as necessary]
(3) Buy American Act—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 Act--Free Trade Agreements--Israeli Trade Act":
Canadian or Israeli End Products:
Line Item No.:
Country of Origin:
[List as necessary]
(4) Buy American Act—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, or Peruvian end products) or Israeli

end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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 Act. 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; and
(3) [_] Are, [_] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) [_] Have, [_] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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 appear 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 Product
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 is 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 Act. (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 Act 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 a central contractor registration database to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
(3) Taxpayer Identification Number (TIN).
[_] TIN:_____.
[_] TIN has been applied for.
[_] TIN is not required because:
[_] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
[_] Offeror is an agency or instrumentality of a foreign government;
[_] Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
[_] Sole proprietorship;
[_] Partnership;
[_] Corporate entity (not tax-exempt);
[_] Corporate entity (tax-exempt);
[_] Government entity (Federal, State, or local);
[_] Foreign government;
[_] International organization per 26 CFR 1.6049-4;
[_] Other _____.
(5) Common parent.
[_] Offeror is not owned or controlled by a common parent:
[_] Name and TIN of common parent:
Name _____
TIN _____
(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations—
(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
(2) Representation. By submission of its offer, the offeror represents that—
(i) It is not an inverted domestic corporation; and
(ii) It is not a subsidiary of an inverted domestic corporation.
(o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) Representation and Certification. 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; and
(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.
(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.

(End of Provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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, U.S. Trust Territory or the Pacific Islands (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.

ARTICLE K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ARTICLE L-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE Insert DO-C9 in blank.
52.212-1	FEB 2012	INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS
52.216-27	OCT 1995	Single or Multiple Awards

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

CLAUSE NUMBER	DATE	TITLE
1852.233-70	OCT 2002	PROTESTS TO NASA

(End of Provision)

ARTICLE L-2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of multiple Firm-Fixed Price Indefinite Delivery/ Indefinite Quantity contracts resulting from this solicitation.

(End of Provision)

ARTICLE L-3 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of provision)

ARTICLE L-4 PROPOSAL INSTRUCTIONS

A. Introduction

By providing the instructions set forth below, it is NASA's intent to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements of the SOW and contract schedule, and to permit an evaluation of the Offeror's proposal.

B. General

Generally, the proposal should: (1) demonstrate an understanding of the overall and specific requirements of the proposed contract; (2) convey the Offeror's capabilities and understanding in a technical proposal for performing the contract; (3) provide not-to-exceed (NTE) ceiling prices by calendar year from 2014 through 2018 for the contract line items Standard Services (CLIN 1) and Non-Standard Services (CLIN 2); and (4) demonstrate acceptable past performance.

The tentative NASA mission launch forecast for Vandenberg AFB / West Coast payload operations is as follows:

07/14	Medium Class
10/14	Medium Class
12/14	Medium Class
04/16	Medium Class
11/16	Medium Class

Dates shown are tentative launch dates. The NASA mission manifest is subject to change. Offerors will be notified of changes via acquisition website.

The Contractor will be responsible for all contract requirements. Areas that represent significant risks or concerns shall be cited clearly and concisely in the proposal. The Offeror shall discuss the proposed approach to minimize any risks or concerns in sufficient detail to substantiate the approach. When describing the payload processing flows within the Offeror's proposed facility, the Offeror shall identify potential risks associated with each operation and describe those operations that are different from the Spacecraft User's preferred operational flow due to unique facility accommodations.

Stating that the Offeror understands and complies with this effort, or paraphrasing the statements in the RFP or parts thereof, is considered inadequate. Phrases such as: "Standard procedures will be employed" and "well-known techniques will be used" are considered inadequate. Responses should be complete and thorough in all areas discussed, any special procedures or specifications to be used shall be explained.

C. Special Instructions

1. Electronic Copy of Technical-Management Approach

During the evaluation process, the Government intends to use personal computers (IBM or equivalent) with 512MB RAM and Microsoft Office 2010 (MS Word/MS Excel). The text and pricing data are to be provided in both hard copy and in electronic format. Two copies of the text and pricing data are to be provided in electronic format on IBM compatible CD-ROM. Each CD-ROM provided is to have an external label indicating the name of the Offeror, RFP number, and a list of the files contained on the disk. Documents should be delivered in MS Word or .PDF format compatible with Microsoft Office Windows. The price proposal shall be submitted in Excel format. Pictures, drawings or figures, not embedded in the body of the document, should be delivered in one of the following formats: .jpg, .gif or .bmp. In the event of a discrepancy between the electronic format and the hardcopy, the hardcopy will be considered the intended text.

2. Technical-Management Approach

a. Format

The Technical-Management approach proposal should be in one volume contained in a three-ring binder. A total of four copies are required, inclusive of one marked "Original" for retention by the Contracting Officer.

All pages shall be printed on 8-1/2" x 11" paper with approximately one-inch margins on all sides, and should be prepared and submitted using a type size no smaller than a 10-point font (within figures and graphics, a smaller type size may be used). No material should be incorporated by reference. A suitable table of contents should be provided for ready reference to each Section, figures, and illustrations. Table of contents will not be counted as part of the page limitation.

b. Content of Technical-Management Approach

The Technical-Management approach is limited to 40 pages, not including the Table of Contents, the Safety and Health Plan, or the Small Business Plan.

The Offeror shall provide an overview of the payload processing facility and services proposed. The Offeror must explain how each element of the SOW is satisfied. The Offeror shall identify all risks to payload processing during the occupancy period. The Offeror shall briefly describe how it plans to operate and maintain the facility, facility systems, and facility supporting equipment using industry's best practices.

For payloads/equipment that arrive/depart and travel within VAFB, the Offeror shall describe how it will load, off-load and transport the payload and all supporting GSE to/from its facility. As a minimum, describe any permitting, licensing, site plan, clearances, security escort and road and bridge survey processes to be implemented. Describe how facility access will be controlled.

(1) Processing Plans

The Offeror shall describe its ability to meet the time-constrained schedule for delivery of GSE and spacecraft and subsequent launch. The Offeror shall present any recommended operational concepts that would demonstrate the unique capabilities of the proposed facilities, facility systems, and services.

(2) Coordination and Joint Occupancy

The Offeror shall describe its ground rules for determining facility systems (cranes, etc.) availability and the coordination and communication that would occur with existing Spacecraft Customers. Regarding Joint Facility Occupancy, the Offeror shall describe how it will ensure that there are no adverse impacts to processing spacecraft in its facility if there are other occupants in the facility, including foreign nationals subject to ITAR export control restrictions. Because of dynamic launch manifests, it is possible that joint occupancy could occur due to new customers, a slip in the NASA mission schedule, or a slip in the schedule of any other spacecraft currently occupying the Offeror's facility. The Offeror shall describe, at a minimum, the plans that would be initiated for the following scenarios:

(i) Delayed spacecraft arrival date into the facility creates joint occupancy with a program that is already processing in the facility.
(ii) Spacecraft is already processing in the facility when another program begins to process in the facility.

The descriptions should include a credible workaround plan and a description of how adverse impacts, such as contamination, to the NASA missions will be avoided. Special attention should be given to contamination control, low-helium gaseous nitrogen purge accommodations, communications (voice, data, video, etc.), and schedule.

(3) Fueling Operation

The Offeror shall describe its ability to accommodate the fueling operation, if applicable, that fuels the spacecraft as described in the SOW.

(4) Occupancy

The Offeror shall describe their ability to satisfy Spacecraft User requirements for processing. Key milestones shall be described, definition of the milestones, risks for achieving the milestones, and plans for mitigating the risks. It should address facility access for foreign nationals, facility preparations for clean work area contamination control for spacecraft delivery, and how requirements will be met to support delivery and ensure immediate operation of GSE.

(5) Requirements of SOW

The Offeror shall describe their proposed facility in sufficient detail to demonstrate the ability to meet the requirements in the SOW and its attachments. The Offeror shall describe the mechanical, electrical, and communications systems that will be used to support the Spacecraft User during the processing and launch of their payload. In addition, the Offeror shall describe the management and facility services that will be provided to support the Spacecraft Customer

before, during, and after the processing and launch of their payload.

The Offeror shall describe any requirements of the SOW which the offeror requires revision and/or relaxation. This may be due to facility restrictions/limitations and/or processing methodology restrictions/limitations. In addition, identify any solid notable characteristics of your facility which exceed the requirements of the SOW and/or the attachments. Vague marketing statements of little value to the spacecraft processing should not be provided. The SOW and its attachments will be part of any resultant contract. Therefore, for any areas discussed here, identify specific changes to the SOW you propose.

(6) Safety and Health Plan and Small Business Plan.

The Offeror must include a Safety and Health Plan and a Small Business Plan, if applicable, as part of their proposal. These plans will not count against the total page limitation of the Technical Management Approach.

(7) Compliance with Solicitation Requirements.

The Offeror's proposal must be compliant with solicitation instructions, financial capability, equal employment opportunities, and the most favored customer certification plan.
The Offeror shall complete and submit all representations and certifications under Section K. The solicitation, which includes Attachments thereto, contains essentially the contract terms and conditions that will be incorporated into the resulting contract. The degree of acceptance of these terms, conditions, and clauses will be considered in the evaluation of the Offeror's proposal. The Offeror shall indicate any Articles or clauses which the Offeror is unwilling to accept, state reasons for the objections, and propose alternatives as appropriate. If stated elsewhere in the proposal, a referral shall be made or the exception and explanation shall be restated in this part of the proposal. The Offeror shall indicate what the cost impact to the payload processing service will be for compliance with the contract terms and conditions as stated in this solicitation. The Offeror shall include sufficient rationale to enable the Government to determine the reasonableness of the proposed dollar amounts. Impacts to risk transferred to the Government as a result of the Offeror's deviation or exception to terms and conditions will be considered determining the Offeror's technical acceptability.

In the absence of any objections to articles or clauses, the Offeror shall include a statement of acceptance in the Technical Approach proposal.

3. Pricing Volume -- Proposal Format

Offerors are exempt from the requirements of submission of certified cost or pricing data, as defined in FAR 2.101; however, data other than certified cost or pricing data is required for evaluation of price reasonableness. Presentation of the information in the form regularly maintained by the Offeror as part of its commercial operations is acceptable, provided it contains the information described in the following paragraphs.

The Offeror shall provide separate not-to-exceed firm-fixed ceiling prices by calendar year from 2014 through 2018 for CLIN 1 Standard Services and CLIN 2 Non-Standard Services. The Offeror shall complete and submit the Pricing Summary form provided in Article L-9.

Offerors are requested to submit supporting information that will demonstrate reasonableness of the proposed prices, such as basis of estimates with supporting data, projections, discounts, rough order of magnitude information, commercial catalog or published price lists, market prices, and recent sales. The information is to be provided for each Standard Service and Non-Standard Service.

Nothing in this solicitation precludes incumbent IDIQ contract holders from proposing lower PPTO mission NTE prices for standard services, non-standard services, or both, already under contract.

The Offeror shall propose delay amounts under contract Article F.4, "Adjustments to Payload Processing Schedule" (Government and Contractor Delays)," to be paid for each week of delay applicable to all delays that do not exceed twelve months. The Government and the Contractor are both subject to these specified rates.

The Offeror shall include certification of Most Favored Customer pricing.

Financial Capability

Offerors shall demonstrate their financial capability to provide launch services and properly execute multiple LSTOs under a contract of this type.

In the proposal set marked "Original", submit one copy of financial statements and accompanying notes for the two most recently completed fiscal years. In addition, provide data which show the amount of established and/or available lines of credit, the financial institution extending the line, and the dollar amount (if any) presently in use.

The Offeror shall disclose the limits of its general liability insurance coverage.

The Offeror shall submit one original and seven (7) hard copies of the proposal, including the completed model contract. These copies shall also include completed representations and certifications; the Safety and Health Plan; and the Small Business Subcontracting Plan, if applicable. Offerors shall also provide one (1) completed and signed Standard Form 1449 with the original proposal.

4. Past Performance

Offerors shall complete Form EXP-1 (Tailored) as shown in Article L-9. Separate forms shall be submitted for each of your three most recent contracts for efforts of a similar nature. In the event that a joint venture or subcontracting arrangement is proposed, three references must be submitted for each participating firm. If any of the contracts involve performance at locations other than the one being proposed, the Offeror shall explain how this experience will benefit NASA if the Offeror is awarded this contract.

All information including mailing addresses, telephone numbers, and the availability of the person referenced shall be verified by the Offeror before submission.

ARTICLE L-5 COMMUNICATIONS AND REQUESTS FOR INFORMATION

(a) Any communication in reference to this solicitation shall cite the solicitation number and be directed to the following Government Representative:

NAME: Helena Wilkas
Contracting Officer

ADDRESS: NASA/Kennedy Space Center
Mail Code: OP-LS
Kennedy Space Center, FL 32899

PHONE: (321) 867-4133; FAX: (321) 867-4848;
EMAIL: helena.j.wilkas@nasa.gov

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

(b) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

ARTICLE L-6 NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

ARTICLE L-7 SMALL BUSINESS UTILIZATION SUBFACTOR

All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All Offerors are required to respond to the Commitment to the Small Business Program.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) Required by the FAR:

(i) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan with Alternate II". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(ii) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

CATEGORY	%
Small Businesses (SB)	20
Small Disadvantaged Business Concerns (SDB)	1
Women Owned Small Business Concerns (WOSB)	1
Historically Black Colleges and Universities (HBCU)/Minority Institutions(MI)	1
HUBZone Small Business Concerns (HBZ)	0
Veteran Owned Small Business Concerns (VOSB)	1
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1

(iii) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment G in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed $650,000 or $1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall complete Exhibit X, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at $100M with estimated subcontracts of $50M:

	Column A	*Column B*	*Column C*
Business Category	**Goal as Percent of Contract Value**	**Dollar Value to be subcontracted per Category**	**Goal as Percent of Subcontracting Value**
Small Business Concerns	25 percent	$25,000,000	50 percent
Large Business Concerns	n/a	$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	$50,000,000	100 percent

The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = $2,500,000 divided by $100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = $9,000,000 divided by $50,000,000, or 18percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100percent if any dollars are subcontracted).

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

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

(End of provision)

ARTICLE L-8 PROPOSAL FORMS

The items indicated below are provided in the following pages.

ITEM	TITLE
EXP-1 (TAILORED)	Past Performance Form
PS-1	Pricing Summary
SBSP-1	Small Business Subcontracting Plan Goals

NASA / JOHN F. KENNEDY SPACE CENTER, FL
WEST COAST COMMERCIAL PAYLOAD PROCESSING CAPABILITY
FORM EXP-1 (TAILORED)
PAST PERFORMANCE

Note: Contracts selected to represent your company's past performance should be limited to the 5 most recent contracts for efforts of a similar nature.

CONTRACT INFORMATION:

Contract Number: _____

Customer Name: _____

Performance Period: From: _____ To: _____

Place of Performance: _____

Description of Contract:

Contract Price:

(a) Amount negotiated (including changes) for total performance period as noted above.

Total price: _____

(b) Final price (or current estimate of price at completion if not yet complete)

Total price: _____

(c) Explain reason(s) for differences between negotiated price and final price:

Identify and explain any contract terminations:

NASA / JOHN F. KENNEDY SPACE CENTER, FL
WEST COAST COMMERCIAL PAYLOAD PROCESSING CAPABILITY
FORM EXP-1
PAST PERFORMANCE
(CONTINUED)

References:

Name, telephone number, and complete mailing address of customer's contracting officer:

Name, telephone number, and complete mailing address of customer's technical representative:

PRICING SUMMARY

MISSION SPECIFIC PAYLOAD PROCESSING PRICING SUMMARY						
CLIN NO.	**CLIN DESCRIPTION**	**TOTAL CLIN NOT-TO-EXCEED PRICING BY CALENDAR YEAR**				
		CY 2014	**CY 2015**	**CY 2016**	**CY 2017**	**CY 2018**
1	**Standard Service**					
2	**Non-Standard Services**					
2.1	Extended Facility Occupancy for a Standard Mission					
2.2	Abbreviated hazardous spacecraft processing flow for 4 weeks					
2.3	Shortened spacecraft processing flow for 10 weeks					
3	**Mission Unique Services**					
4	**Special Task Assignments**					
5	**Facility Modifications**					

PS-1

SMALL BUSINESS SUBCONTRACTING PLAN GOALS

	Column A	*Column B*	*Column C*
Business Category	**Goal as Percent of Contract Value**	**Dollar Value to be subcontracted per Category**	**Goal as Percent of Subcontracting Value**
Small Business Concerns	TBD%	$TBD	TBD%
Large Business Concerns	TBD%	$TBD	TBD%
Total Dollars to be Subcontracted	TBD%	$TBD	TBD%
The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	TBD%	$TBD	TBD%
Small Disadvantaged Business Concerns	TBD%	$TBD	TBD%
Veteran Owned Small Business Concerns	TBD%	$TBD	TBD%
Service-Disabled Veteran-Owned Small Business Concerns	TBD%	$TBD	TBD%
HUBZone Small Business Concerns	TBD%	$TBD	TBD%
Historically Black Colleges and Universities/Minority Institutions	TBD%	$TBD	TBD%

SBSP-1

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

ARTICLE M-1 FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award one or more contracts for Indefinite Delivery/Indefinite Quantity (IDIQ) payload processing services resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, stated in descending order of importance, shall be used to evaluate offers:

(1) Technical Acceptability
- (i) Technical Approach
- (ii) Management Approach
- (iii) Compliance with Solicitation Requirements

(2) Past Performance

(3) NTE Prices for the Standard and Non-Standard Service CLINs,

Technical and past performances, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

ARTICLE M-2 GENERAL CRITERIA

The Government anticipates award of an IDIQ contract to each Offeror who has met the technical acceptability standards and provides fair and reasonable NTE prices. The ordering period of the IDIQ contract(s) will extend from CY2013 through CY 2017.

The proposal submission instructions, Article L-4, Instructions to Offerors-Commercial Items, provides guidance to the Offeror concerning the type of documentation used in proposal evaluation. The proposal information submitted in response to Article L-4 will be evaluated under the appropriate evaluation factor. Oral or written discussions, or both, may be conducted with all Offerors. Findings associated with the evaluation factors will be presented to the Source Selection Authority (SSA), who is responsible for making the source selection decision as to the contract(s) awarded.

The information contained in proposals may be supplemented by information obtained during discussions with the Offerors.

The Government may elect to perform a pre-award survey of the Offeror's facilities, management systems, safety program, and quality assurance systems. Findings from any pre-award survey will be considered in determining the Offeror's responsibility in accordance with FAR Subpart 9.1.

It is mandatory that proposals be prepared as prescribed in this RFP. Accordingly, the Government reserves the right to reject any proposal failing to include any material information requested, failing to provide complete information in significant areas, or otherwise failing to conform to the requirements of this solicitation.

(End of Provision)

ARTICLE M-3 TECHNICAL ACCEPTABILITY FACTOR

The Technical Acceptability factor evaluates whether the payload processing capability meets or exceeds all technical requirements. The Government will evaluate the Offeror's technical proposal based upon the three subfactors of Technical Approach, Management Approach, and compliance with RFP requirements. Each approach will be evaluated on a Pass/Fail basis. Risk will also be assessed for each of these subfactors. Evaluation will focus on the Offeror's technical ability and approach to management of the payload processing service.

(1) Technical Approach

Evaluation of the Offeror's technical approach will focus on the Offeror's understanding of the requirements and technical approaches, the proposed technical approach to meeting the requirements, and the ability to actually perform as proposed. Risks associated with schedule, performance, or technical aspects will be evaluated and considered. The Government will also consider increased risk introduced by any proposed exceptions to the terms and conditions contained in this solicitation in determining the acceptability of the Offeror's Technical Approach. This subfactor will evaluate the Offeror's:

(i) Ability to meet or exceed the requirements of the statement of work.

(ii) Approach for ensuring Government insight throughout mission flow, including Government cognizance of mission unique issues.

(2) Management Approach

The Offeror's Management Approach will be evaluated on the Offeror's understanding of the requirements and their ability to ensure mission success. The evaluation will be based on the Offeror's:

(i) Overall program management approach to ensuring mission success.

(ii) Risk mitigation program.

(iii) Safety and Health Plan.

The Offeror must include a Safety and Health Plan, which shall include, but not be limited to, the risk mitigation process for resolution of any safety issues. This plan will not count against the total page limitation of the Technical-Management Approach.

(iv) Small Business Plan.

This subfactor will be evaluated as "Complies with Solicitation Requirements" or "Does Not Comply with Solicitation Requirements."

The Offeror must include a Small Business Plan (if applicable) as part of its proposal. This plan will not count against the total page limitation of the Technical-Management Approach.

SMALL BUSINESS UTILIZATION SUBFACTOR

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

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

evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)

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

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

(3) Compliance with Solicitation Requirements.

The Offeror's proposal will be evaluated for compliance with solicitation instructions, representations and certifications, contract terms and conditions, financial capability, equal employment opportunities, and the most favored customer certification plan.

(End of Provision)

ARTICLE M-4 PRICE FACTOR

The factor of cost evaluation is the NTE pricing for Standard Services (CLIN 1) and Non-Standard Services (CLIN 2).

(1) Price Evaluation

The price evaluation factor is used to assess what the Offeror's proposal will cost the Government. A price analysis will be conducted in accordance with FAR Subpart 15.4 to ensure that the Government pays a fair and reasonable price. In the evaluation of price, the Government will use appropriate price analysis techniques to determine if the Offeror's proposed prices are reasonable and consistent with the types, quantities, qualities, and performance of services described in the technical proposal. This subfactor will evaluate the Offeror's:

(i) Prices for the Standard Services.

(ii) Prices for Non-Standard Services, including the weekly extended facility occupancy rate proposed by the offeror for adjustments to the payload processing schedule.

(iii) Price of postponement fees proposed by the Offeror for adjustments to the payload processing schedule.

The price for other services (Mission Unique Services, Special Task Assignments, and Facility Modifications) will not be evaluated.

(End of Provision)

ARTICLE M-5 PAST PERFORMANCE FACTOR

This factor will be used to evaluate how the experience of the Offeror relates to and will benefit Government activities. The Past Performance factor will be rated either Acceptable or Unacceptable. The evaluation will be conducted in accordance with FAR 15.305(a)(2).

If the Offeror does not have relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

The relevance of the Offeror's experience and the quality of performance will be evaluated on the most recent and relevant experience. To determine relevancy of experience, the Government will consider the demonstrated accomplishment of work, which is comparable in nature and magnitude to the work required by this acquisition.

In evaluating Past Performance, the Government will consider the Offeror's previously demonstrated:

a) Contract past performance, history and experience.
b) Ability to meet technical requirements and performance standards for previous work

[END OF SECTION]