

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED AND PRICE

The Contractor shall provide launch vehicle services for NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT) requirements for a CubeSat-Class launch service in accordance with the Statement of Work incorporated in Attachment J.1 for the firm fixed price identified below.

Table B.1– Supplies and/or Services To Be Provided and Price

CLIN	DESCRIPTION	QTY/UNIT	UNIT PRICE
1.0	NEXT Launch Service (September 30, 2013, through December 15, 2016)	1 SERVICE	\$TBP
	TOTAL		\$

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall provide all personnel, material, and facilities (except as otherwise provided for in this contract) necessary to provide launch vehicle services in accordance with the Statement of Work set forth in Attachment J.1, entitled, " NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)."

(End of clause)

C.2 CONTRACT DATA REQUIREMENTS LIST (CDRL)

- (a) The Contractor shall furnish all data identified and described in Attachment J.2, "Contract Data Requirements List".
- (b) The Government reserves the right to reasonably defer the date of delivery of any or all items of data specified in the CDRL. 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 items of data specified in the CDRL.
- (c) To the extent that data required to be furnished by other provisions of this contract are also identified and described in the CDRL, compliance with the CDRL 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 CDRL, the CDRL shall control the data to be furnished.
- (d) Nothing contained in this Contract Data Requirements List 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 CDRL attached to this contract. Whenever such data are identified, either by the Contractor or the Government, they will be listed in the CDRL.
- (e) Except as otherwise provided in this contract, the cost of data to be furnished in response to the CDRL attached to this contract is included in the price of this contract.

(End of clause)

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, PACKAGING, AND MARKING FOR DOCUMENTATION

Preservation, packing, packaging and marking for shipment of all items shall be in accordance with commercial practice and adequate to insure safe transportation, acceptable by common carrier, and transportation at the most economical rate(s). The Contractor shall place identical requirements on all subcontracts for items delivered to NASA.

SECTION E - RESERVED

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

Base period: September 30, 2013, through December 15, 2016

(End of clause)

F.2 PLACE OF PERFORMANCE

The contractor's facility and the appropriate launch sites, as determined by the proposed solution.

(End of clause)

SECTION G - RESERVED

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the 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 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) (ALT I FEB 2006)

NFS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES

UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)

H.2 LAUNCH SERVICE PAYMENTS, MILESTONE EVENTS AND COMPLETION CRITERIA

- (a) Upon successful completion of a milestone event and submission of a properly certified invoice, the Contractor may request commercial interim payments. The commercial interim payments will be paid in accordance with the payment schedule shown in Table C-1 and based on the milestone events identified in the Attachment J.3 Milestone Deliverable Descriptions and Requirements.
- (b) Commercial interim payments are contract financing payments that are not payment for accepted items. Commercial interim payments are fully recoverable, in the same manner as progress payments, in the event of default. Commercial interim payments are contract financing payments and, therefore, are not subject to the interest-penalty provisions of prompt payment. However, these payments shall be made in accordance with the Agency's policy for prompt payment of contract financing payments.
- (c) Scheduled dates in Table H-1 are tentative and represent invoice submission dates. Payment schedules may be deferred or canceled by the Government if the Contractor fails to make substantial progress in accomplishing the major launch service milestone events in the Attachment J.3 Milestone Deliverable Descriptions and Requirements. Payments falling due in the first quarter of each fiscal year (October - December) shall be paid promptly to the maximum extent practicable, but shall not be considered late until January 31 of the following calendar year. In the event the contractor completes a milestone ahead of the milestone completion date, the contractor may submit a proper invoice and the Government will consider on a case-by-case basis, the early payment of the milestone.

Table H-1: Launch Service Payment Schedule

Milestone/ Commercial Interim Payment No.	Invoice Submission Dates	Payment(s) Months Before / After Milestone	Amount (% of Launch Service CLIN Price)	Projected Invoice Value (\$)	Cumulative Amount of Launch Service Payments (\$)
	<i>Offerors to insert projected invoice submission dates</i>			<i>Offerors to insert individual dollar amounts associated with projected invoice</i>	
1		Award + 2 weeks*	5		TBP
2		Award + 3 months*	10		TBP
3		SRR + 3 months*	10		TBP
4		PDR + 6 months*	10		TBP
5		CDR + 6 months*	15		TBP
6		QT + 6 months*	15		TBP
7		L -3 months**	10		TBP
8		L-0**	5		TBP
9		Launch + 2 months**	20		TBP

* - No Earlier Than
 ** - No Later Than

NOTE:

The Contracting Officer will either approve the final payment (Launch+ 02M) within thirty (30) days after receipt of the Final Flight Report, (NEXT-6) or withhold the final payment in accordance with the requirements of Attachment J.3 Milestone Deliverable Descriptions and Requirements, "Mission Success Criteria." The final payment (Launch + 02M) shall not be made in event of a failed mission determination. In the event of a failed mission, the final payment shall be forfeited by the Contractor and is not recoupable.

- (d) The Contracting Officer will unilaterally determine the Contractor’s accomplishment and successful completion of each milestone event. The Contracting Officer’s determination of milestone event completion will include, but is not limited to, the accomplishment criteria listed for the major milestone events set forth in Attachment J.3 Milestone Deliverable Descriptions and Requirements. In addition, the Contracting Officer will determine if the following are complete for each payment requested: all Contract Data Requirements List (CDRL) data item deliverables for which delivery is required prior to the requested payment and all previous events have been met. Approval of the final payment will be made in accordance with contract requirements of Attachment J.3 Milestone Deliverable Descriptions and Requirements.
- (e) If modifications are issued against this contract, the performance-based payments event schedule will be adjusted as necessary to reflect the actions required by those contract modifications.

(End of clause)

H.3 REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.212-3, Offeror Representations and Certifications – Commercial Items Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [TBD], are hereby incorporated by reference in this resulting contract.

(End of clause)

H.4 DOMESTIC SOURCE CRITERIA

- (a) In addition to the certification regarding United States commercial provider of space transportation services (Public Law 105-303, Title II, Section 201), the Contractor shall continue to comply with domestic source criteria. Failure to comply with the criteria may be grounds for "Termination for Cause" in accordance with contract Section I, Clause 2(m).
- (b) Participation in this procurement is restricted to prime Contractors from the United States launch vehicle/services industry. "United States industry" means any corporation, partnership, joint venture, association, or other entity which is organized or existing under the laws of the United States or any State, and whose controlling interest is held by United States citizens. "Launch services" means all services required in the performance of this contract, excluding those necessary to produce or manufacture launch vehicles, its components and other equipment and facilities required in the performance of the contract. "Controlling interest" means ownership of an amount of equity in such entity sufficient to direct management or to void transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity creates a rebuttable presumption that such interest is controlling.
- (c) The Contractor shall provide in the performance of this contract launch vehicles that are domestic end products. The launch vehicle shall be a domestic end product only if the cost of its components, mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of each component includes transportation costs to the place of incorporation into the launch vehicle and any applicable duty (whether or not a duty-free entry certificate is issued). "Components," as used in this contract clause, means those materials and supplies directly incorporated into the end product.
- (d) The Contractor shall provide, in the performance of this contract, domestic launch services. Launch services shall be considered to be domestic if the cost for launch services performed by United States industry sources exceeds 50 percent of the cost of the total required launch services.

H.5 COMPLIANCE WITH SAFETY AND OCCUPATIONAL HEALTH STANDARDS

The Contractor shall comply with all Federal, State, and local laws, and customary commercial practice applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract. The Contractor shall comply with all applicable Department of Transportation and Federal Aviation Administration regulations and policies necessary to obtain a commercial launch license. The Contractor shall comply with the applicable launch site or launch range safety requirements. The contractor shall submit all final approved documentation required to maintain compliances under this Clause within thirty (30) days of approval from the relevant authority or within thirty (30) days of contract award for documentation that has been finalized and approved prior to executing this Contract. NASA does not have approval authority over these documents under this Clause, unless launching from a NASA range.

H.6 LICENSES, PERMITS, AND INSURANCE FOR A LAUNCH SERVICE OPERATOR

The Contractor shall obtain and maintain the necessary licenses, permits and clearances that may be required by the Department of Transportation, Department of Commerce, Department of Defense, NASA, or other Governmental agencies in order to provide launch services under this contract. A Federal Aviation Administration commercial launch license is required under this contract. All costs and fees associated with obtaining licenses, permits and clearances are included in the standard launch service price. Approvals required by the payload are the responsibility of NASA.

In accordance with 51 U.S.C. § 50914, the Contractor shall obtain liability insurance or demonstrate financial responsibility in amounts to compensate for the maximum probable loss from claims by: (1) a third party for death, bodily injury, or property damage or loss arising in connection with the covered launch activities under this contract; and (2) the United States Government against a person for damage or loss to Government property arising in connection with the covered launch activities under this contract. The Contractor shall provide NASA a copy of the Maximum Probable Loss (MPL) determination and certificate of such insurance once it has been obtained.

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

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

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

FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.227-14	RIGHTS IN DATA—GENERAL (DEC 2007)
FAR 52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
FAR 52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)

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

NFS 1852.215-84	OMBUDSMAN (NOV 2011)
NFS 1852.219-76	NASA 8 PERCENT GOAL (JUL 1997)

I.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUL 2013) (TAILORED)

(a) *Inspection/Acceptance.* For launch service Contract Line Item Numbers (CLINs) prior to launch, the provisions of FAR clause 52.246-4 Inspection of Services—Fixed-Price (Aug 1996) shall govern and apply to this contract and is incorporated by reference under contract Section I. The Government reserves the right to perform in-process inspection or testing of any supplies or launch services tendered for acceptance prior to launch.

The Government will accept only those launch services that successfully deliver a separated and undamaged payload to the proper orbit conditions and insertion accuracies and do not exceed the environmental parameters stated in the Interface Control Document (ICD) except as otherwise provided in this contract. The Contractor shall only tender for acceptance those items conforming to the contract requirements. The Government must exercise its post-acceptance rights:

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* FAR clause 52.243-1 Changes - Fixed-Price (Aug 1987) Alt I (Apr 1984) is hereby incorporated by reference. The time requirement for the Contractor to assert its rights for Equitable Adjustment (EA) is (60) sixty days.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Risk of loss of or damage to Government property under this contract will be governed by FAR clause 52.246-25 Limitation of Liability - Services (Feb 1997) and is hereby incorporated by reference under contract Section I.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of Termination for Cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, including all launch service payments previously paid and all launch service payments remaining to be paid, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Title to items furnished in conjunction with services under this contract shall remain with the Contractor. NASA shall not take title to launch vehicles under contracts for launch services.

(o) *Warranty.* The Contractor makes no warranty, express or implied, with respect to the services delivered or performed hereunder.

(p) *Limitation of liability.* Except as otherwise provided in paragraphs (a) and (j) above, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-

name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.sam.gov/> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

I.3 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2013)

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.]

- (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).
- (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (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).
- (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 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 Set-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.
- (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.

- ___ (iv) Alternate III (Jul 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcon-tracting 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 (Jul 2013) (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. 657 f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (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 (Jul 2013) (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).
- ___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (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) (E.O. 13513).
- ___ (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 (Nov 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, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (Mar 2012) of 52.225-3.
 - ___ (iii) Alternate II (Mar 2012) of 52.225-3.
 - ___ (iv) Alternate III (Nov 2012) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X** (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (46) 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)).
- ___ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

- (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (52)(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) (41 351, 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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 (Jul 2013) (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xiv) 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.
 - (xv) 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)

I.4 NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APRIL 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable

adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

- (d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.
- (e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

I.5 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of items, the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the schedule in contract Section Attachment J-3, Milestone Deliverables Descriptions and Requirements, until the total price of said CLINs is allotted.

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

(c)

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

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)

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

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

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

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

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

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

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

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

(End of clause)

I.6 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

- (a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.
- (End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

ATTACHMENT & TITLE

- J.1 STATEMENT OF WORK
- J.2 DATA REQUIREMENTS LIST AND DATA REQUIREMENTS
- J.3 MILESTONE DELIVERABLE DESCRIPTIONS AND REQUIREMENTS
- J.4 CUBESAT DEPLOYER INTERFACE TO LAUNCH VEHICLE PARAMETERS

RFP NNK13475600R

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

Attachment J.1

ATTACHMENT J.1

STATEMENT OF WORK

for

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

August 5, 2013

Statement of Work

1.0 Scope and Requirements

1.1 Scope

The NASA Launch Services Program (LSP) is seeking a launch service for Nano-Satellites. This contract will consist of a single launch no later than December 15, 2016.

This Statement of Work (SOW) defines the NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT) Contractor requirements to provide launch services for CubeSat-Class payloads. NASA LSP supports the CubeSat Launch Initiative by providing launch opportunities for well over 50 CubeSats that are currently on the manifest back log.

The Contractor shall provide a launch vehicle system for CubeSats as the primary payload that shall be capable of delivering, at a minimum, a total payload mass of 15kg to a minimum orbital altitude of 425km with a launch inclination between 0 to 98 degrees.

The Contractor shall perform launch vehicle planning, analysis, design, development, production, integration, and testing required to provide the launch service appropriate to transport the payloads to the desired orbit.

The Contractor shall provide a launch service with the minimum capability to launch three (3 – 3U) CubeSat-class payloads, with the Contractor determining the total number of CubeSats or mass that the launch vehicle will be able to accommodate.

1.2 Objectives

The objectives of NEXT are to:

- a. Provide affordable, accurate, and on-time delivery of Government and/or Government-sponsored CubeSat-class payloads to space on a launch vehicle.
- b. Ensure the safety of the public, as well as all personnel, hardware, and property associated with the launch service.
- c. Incorporate best commercial practices.

2.0 Planning

The Contractor shall be responsible for initiating and ultimately obtaining a Federal Aviation Administration (FAA) license necessary to successfully deliver the procured launch service. The Contractor shall be responsible for all integration and necessary Range services in order to successfully deliver the launch service.

The Contractor shall furnish all services to meet NEXT including, but not limited to: program management, mission integration, launch site support, ground and flight system safety, and performance assurance.

Limited Government program management and technical insight will be required in order to assess completion of the defined milestones (Attachment J-3), which shall be satisfied in order to progress towards the targeted launch date.

The Contractor shall make all arrangements with the responsible authorities for the required launch Range authorization and support for vehicle processing; integrated payload/vehicle processing, launch; and launch site maintenance and modifications if required.

The Contractor shall include all Contract Data Requirements List (CDRL) items as part of the launch service.

The Contractor shall provide logistical supplies, services, and hardware support to the post-production, transportation, and launch base operations of the vehicle system. Such support should include, but is not limited to, provision of spares; provision of propellants, liquids, and gases for launch and test; packaging and transportation of the vehicle system; and warehousing and storage.

2.1 Program Management

The Contractor shall perform the program management tasks required to provide the launch service and satisfy the mission requirements. These tasks shall include as a minimum:

- a. Conduct launch vehicle program reviews that provide evidence of launch vehicle maturity towards the contracted launch window and to provide the Government with appropriate evidence needed to satisfy milestone payments to the Contractor (as defined in Attachment J-3).
- b. Develop and maintain a master schedule and sub-tier schedules.
- c. Obtain all applicable licenses, permits, and approvals required by federal, state, and local regulatory agencies; and prepare (or support the Government in preparing if necessary for the payload) and submit any environmental impact statements that may be necessary for the provisioning of the launch service. (Approvals required by the payload will be the responsibility of the Government.) The Contractor and the Government shall provide reasonable cooperation and support to each other in the process of obtaining, maintaining, and renewing permits and licenses as set forth above.
- d. Provide resolution of critical problem areas to minimize or eliminate schedule impacts.
- e. Manage all subcontracts and monitor subcontractor activities to a sufficient level of detail to ensure timely delivery of acceptable components. A report on the performance of subcontractors shall be included as part of any program reviews.
- f. Provide the recommended payload success criteria prior to the launch, the post-launch supporting data, and the Final Post Flight Report (CDRL NEXT-6) to enable determination of payload success as defined in the Interface Document (ID) (CDRL NEXT-3). The Government shall determine whether the mission is a success or failure based on the application of the payload success criteria as defined in the ID (CDRL NEXT-3).
- g. Make provision for insurance to cover liability for possible damage to Government property and third parties in accordance with the FAA license.
- h. Pay any taxes and transfer costs required for delivery of the launch service.

2.2 Compliance Documents

The Contractor shall comply with the following documents:

- a. Applicable Range Safety Documentation for the selected launch site as determined by that Range. The Contractor shall make available to the Government any required safety documentation that the Contractor provides to the Range.

- b. AS9100, Aerospace Quality Management System
- c. NPR 8715.6, NASA Procedural Requirement for Limiting Orbital Debris (in order to assist the Government for payload compliance)
- d. CubeSat Deployer Interface to Launch Vehicle Parameters(attachment J.4)
- e. NPR 8621.1, NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping (only in order to assist the Government in the event of a mishap involving NASA personnel or property)

3.0 Launch Vehicle Analysis, Design

The Contractor shall design the launch vehicle, including but not limited to the following subsystems: structures, mechanisms, fluids/propulsion, electrical/electronics, guidance/navigation/control, flight termination, and software. The Contractor shall provide the expected launch vehicle environments that the payload will be exposed to during launch.

Analysis required to validate the launch vehicle design shall be documented to the launch vehicle Contractor's standards.

4.0 Development and Production

The Contractor shall implement a test program for development and qualification of any new systems required for the launch service and shall include existing systems that are modified, unqualified launch vehicle components, structures, and ground support equipment.

The Contractor shall manufacture, assemble, test and transport the launch vehicle and all mission hardware required to provide the launch service and shall provide all materials and equipment necessary for these tasks.

The Contractor shall develop and produce the following with the launch service:

- a. A launch vehicle payload adapter with Contractor developed standard electrical and mechanical interfaces in accordance with the mission requirements. See attachment J.4, CubeSat Deployer Interface to Launch Vehicle Parameters.
- b. A payload fairing in accordance with the mission requirements.
- c. Sufficient flight instrumentation to establish that the vehicle launch environments meet the requirements of the ID (CDRL NEXT-3).

5.0 Integration

The Contractor shall provide the necessary services and hardware to integrate the payloads to their launch vehicle system. The Government will provide the necessary carrier/deployer system for the CubeSats. The Contractor shall coordinate with the Government to develop the ID (CDRL NEXT-3) during integration. The ID (CDRL NEXT-3) assures the launch vehicle system is ready to accept payload integration at the launch site, as well as on-orbit deployment upon completion of the launch service.

The Government will assume responsibility for services associated with processing of the payload prior to integration with the launch vehicle and for all operational activities related to the payload immediately following its separation from the launch vehicle on-orbit.

6.0 Launch Operations

The Contractor shall identify and secure a launch site to meet the requirements of the launch service.

6.1 Checkout and Launch

The Contractor shall perform the following:

- a. Assemble, transport, maintain, checkout, and launch the vehicle and place the payload into the desired orbit.
- b. Provide and make arrangements for all facilities, supplies, and services required for preparation and launch of the vehicle.
- c. Identify ground and flight safety vehicle launch constraints.
- d. Mate the payload, encapsulate, transport, and perform spacecraft to launch vehicle integrated checkout activities necessary to assure launch readiness.
- e. Provide and schedule the necessary support services at the launch Range that are required for launch preparation of the launch vehicle, integrated testing with the payload, and launch.
- f. Integrate the payload procedures with the launch vehicle checkout effort where appropriate and coordinate launch site and safety approvals. The Government will be responsible for providing all payload checkout procedures and for obtaining the requisite payload safety approvals (with the assistance of the Contractor).

6.2 Launch Support

The Contractor shall provide access for up to three Government personnel at the launch site for familiarization and communication of launch status. Support should be consistent with the Contractor's day of launch available information, which may include access to real-time telemetry (RF and hardwire), voice communication channels with listen capabilities, video and telephones.

7.0 Payload Processing Support

The Contractor shall provide notification at the Launch Vehicle Readiness Review (LVRR) (reference attachment J.3, Milestone Deliverable Descriptions and Requirements) to coordinate the payload delivery to the launch site. If necessary, the Contractor shall provide an office like environment for payload storage.

8.0 Safety and Quality

The Contractor shall establish, implement, and maintain risk management, safety, reliability, and quality assurance programs in accordance with AS9100, Aerospace Quality Management System.

9.0 Contract Documentation Requirements List (CDRL)

The CDRL identifies critical elements of the Contractor's efforts.

The Contractor shall produce and make the appropriate distribution of all items on the CDRL that require review or approval by the Government. The CDRL list is included in Attachment J-2 (Contract Data Requirements List).

ATTACHMENT J.2

**CONTRACT DATA REQUIREMENTS LIST
for
NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)**

August 5, 2013

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CONTRACT DATA REQUIREMENTS LIST (CDRL)

The Contract Data Requirements List (CDRL) identifies critical elements of the contracted effort where NASA requires aspects of mission integration insight and approval based on the table. The following CDRL defines the scope of documentation required; however, NASA will utilize the Contractor’s existing documentation to the extent practicable. Where there is not a direct match between a CDRL item and the Contractor’s standard documentation, the Contractor’s documentation will be acceptable provided it contains equivalent data requirements. CDRL approval may be assumed unless the Contractor is notified by NASA of disapproval within fifteen (15) days. Under certain circumstances, NASA may elect to eliminate certain submittal cycles.

All electronic formats shall be mutually acceptable. All data requirements shall be delivered to the Contracting Officer.

Item	Document	Approval/ Review/Submit	Initial Submittal Date	Subsequent Submittal Date
1: Documentation				
NEXT-1 (C1-1)	Formal Meeting & Review Documentation	Submit	At Each Review	As Required (A/R)
NEXT-2 (C1-2)	Countdown Documentation	Review	L-1 Week	As Changed
2: Mission Integration				
NEXT-3 (C2-1.1)	Interface Document (ID)	Approval	Preliminary ID at PDR	Baseline ID at CDR and A/R
NEXT-4 (C2-1.2)	Interface Document (ID) Requirements Verification Matrix	Approval	NLT 3 months after Preliminary ID CDRL approval	A/R or with each ID revision
3: Reserved				
NEXT-5	Reserved	NA	NA	NA
4: Analysis				
NEXT-6 (C4-13)	Final Flight Report	Review	L+2 Months	A/R
5: Engineering				
NEXT-7 (C5-5)	Integrated Procedures	Approval	Review and comment, 45Day Prior to Use; Approval, 1Week Prior to Use	A/R
6: Telemetry and Communications				

NEXT-8 (C6-1)	Vehicle and GSE Telemetry Formats	Review	FRR	As Changed with Configuration
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TABLE D2-A: CDRL INDEX

CDRL DESCRIPTION

Number: NEXT-1 (C1-1)

FORMAL MEETING & REVIEW DOCUMENTATION

DESCRIPTION/PURPOSE:

To provide presentation and handout material, minutes, and accompanying action item lists from each formal review.

DATA REQUIREMENTS:

Formal review documentation shall include:

- (A) Presentation packages and hand-out materials provided at the review for NASA attendees
 - (i) Reviews as documented in Attachment J-3
- (B) Minutes from each formal review
- (C) List of attendees
- (D) An action item list maintained and updated by the Contractor. The list shall include:
 - (i) Due Date
 - (ii) Subject
 - (iii) Assigned tracking number for each action item
 - (iv) Person or organization responsible for completing the action
 - (v) Status of action (i.e., open, closed, or deleted)
 - (vi) Closure rationale

CDRL DESCRIPTION

Number: NEXT-2 (C1-2)

COUNTDOWN DOCUMENTATION

DESCRIPTION/PURPOSE:

To provide the documents necessary to launch the vehicle and also assist NASA management during the countdown process. Contractor developed documentation, as required and approved by the launch Range, is sufficient to meet this CDRL if Data Requirements as defined in A – C are included.

DATA REQUIREMENTS:

Appendices for the documents listed below shall be provided when necessary to present supplemental or incidental information, detailed tabulations or deviations, or graphic representations.

(A) Countdown

The Countdown document shall provide:

- (i) All necessary steps and built-in holds required to successfully launch the vehicle and its payload during the launch window
- (ii) Procedures required to safe the vehicle after a launch attempt
- (iii) Procedures required to recycle the countdown for another launch attempt

The necessary steps shall be listed as a sequence of events with each entry including a T-time. T-time is defined as the time before launch, not including planned holds, and with T-0 being the time of launch vehicle lift-off from the launch pad. T+ time is any event after T-0. Each member of the launch team shall be identified by call sign and communication channel. All mission constraints to launch shall also be identified.

(B) Mission Constraints Document

This document is a summary of all the launch vehicle, payload and range mission constraints to launch. The launch vehicle constraints shall include, but not be limited to:

- (i) Weather
- (ii) Communication

CDRL DESCRIPTION

Number: NEXT-2 (C1-2) (cont.)

- (iii) Range requirements
- (iv) Collision avoidance (COLA)
- (v) Tracking and telemetry

The document shall also identify critical measurements during the launch countdown. Not to exceed values shall be identified for all critical measurements.

(C) Redline Document

A document that identifies monitored measurements, applicable in test and countdown, used to verify that the Launch Vehicle and ground systems are operating within normal limits. This document shall include Operational and Redline limits which, if specified parameters minimum or maximum values are exceeded, indicate: a condition that may be hazardous to personnel, vehicle, or site; a condition which may compromise the successful completion of the vehicle mission or; a condition that is outside of the expected range based on previous experience or analysis.

CDRL DESCRIPTION

Number: NEXT-3 (C2-1.1)

INTERFACE DOCUMENT (ID)

DESCRIPTION/PURPOSE:

The ID identifies and defines the functional and environmental interfaces, and performance requirements of the payload, and payload GSE with the launch vehicle and associated payload/launch processing facilities, as well as the payload success criteria.

Preliminary ID is the first CDRL release of the ID and is expected to have several TBD's. Baseline ID is the next release of the CDRL and is expected to have very few TBD's.

DATA REQUIREMENTS:

The number of interface requirement changes incorporated in each new revision and subsequent release of the ID shall not exceed ten (10) approved requirements changes.

Where there is not a direct match between the specified ID data requirements identified below and the Contractor's standard ID, the Contractor's standard ID will be acceptable provided it addresses equivalent content as appropriate to meet payload requirements. The outline below is meant to assure all potential requirements are addressed regardless of payload complexity or risk posture; however any deemed unnecessary requirements based upon manifested payload requirements (upon mutual Government/Contractor agreement) may be listed as not applicable (NA) in the approved ID:

1.0 INTRODUCTION

- 1.1 Purpose
- 1.2 Scope
- 1.3 Definitions
- 1.4 Interface Change Control
- 1.5 Requirement Traceability
- 1.6 Requirements Status

2.0 APPLICABLE DOCUMENTS

- 2.1 Government Documents
- 2.2 Contractor Documents
- 2.3 Other Documents

3.0 INTERFACE REQUIREMENTS

- 3.1 Structural /Mechanical Interfaces
- 3.2 Electrical Interfaces

CDRL DESCRIPTION

Number: NEXT-3 (C2-1.1)(cont)

- 3.3 Environmental Interfaces
- 3.4 Flight Design
- 3.5 Ground Operations
- 3.6 Safety Requirements

4.0 PAYLOAD SUCCESS CRITERIA

The Contractor's proposed criteria to be used to determine the success of the mission. These criteria shall be based on applicable flight related ID requirements.

The Contractor's proposed methods, including required vehicle telemetry measurements, ground observation, and analysis/reconstruction techniques, for verifying that each proposed payload success criterion is satisfied. Allowances for sensor measurement accuracy shall be explicitly identified and justified.

CDRL DESCRIPTION

Number: NEXT-4 (C2-1.2)

INTERFACE DOCUMENT (ID) REQUIREMENTS VERIFICATION MATRIX

DESCRIPTION/PURPOSE:

A verification matrix will document and track all ID requirements and methods by which they will be verified and responsible organization. The verification matrix shall list the final documentation of the verification approved by the cognizant Contractor engineer.

DATA REQUIREMENTS:

The verification matrix shall be released no later than three (3) months after the Preliminary ID CDRL approval and shall be updated upon release of each ID revision.

Where there is not a direct match between the specified ID Verification Matrix data requirements identified below and the Contractor's standard ID Verification Matrix, the Contractor's standard ID Verification Matrix will be acceptable provided it addresses equivalent content:

- ID requirement language
- ID requirement paragraph number
- Verification Method (Test, Inspection, Analysis, Demonstration)
- Responsible Organization
- Verification Plan
- Verification Source
- Notes/Comments
- Status

CDRL DESCRIPTION

Number: NEXT-5 (C5-xx)

Reserved

DESCRIPTION/PURPOSE:

Reserved

DATA REQUIREMENTS:

Reserved

CDRL DESCRIPTION

Number: NEXT-6 (C4-13)

FINAL FLIGHT REPORT

DESCRIPTION/PURPOSE:

After each launch, a final post-flight report shall be provided. This report will support the NASA Contracting Officer's payload success determination.

DATA REQUIREMENTS:

(A) This report shall include, in its entirety, the Contractor's internal post-flight report produced for the mission.

This report shall also include:

- (i) Orbit elements determined from vehicle guidance data
- (ii) Vehicle data indicating payload separation
- (iii) Pre-flight prediction of expected flight environments (i.e., acoustic/vibration, quasi-static acceleration, thermal, and pressure). Generic vehicle environmental data may be submitted unless specific environmental requirements are identified in the ID
- (iv) Post flight determination of actual flight environments
- (v) Explanation of significant differences between the predicted and actual flight environments
- (vi) Vehicle sequence and attitudes data (if available)

(B) This report shall also specifically address each ID orbital parameter and environmental condition using flight data, ground observations, or other data sources in accordance with the determination methods proposed by the Contractor under CDRL NEXT-3 (C2-1.1).

(C) This report shall include all vehicle telemetry data in the Contractor provided format in accordance with NEXT-8 (C6-1).

CDRL DESCRIPTION

Number: NEXT-7 (C5-5)

INTEGRATED PROCEDURES

DESCRIPTION/PURPOSE:

Site procedures for various operations that involve the payload and/or the launch vehicle/payload interfaces.

DATA REQUIREMENTS:

Provide as a minimum, the following integrated procedures (If applicable):

- (A) Payload/ launch vehicle electrical interface verification test
- (B) Payload integration
- (C) Payload/launch vehicle mate (includes payload adapter and vehicle mates, if separate)
- (D) Launch vehicle electrical readiness/flight simulation
- (E) Fairing installation
- (F) Combined system test/final readiness test

Also provide a list of all Contractor-specific procedures used for integrated processing with a brief description of their purpose.

CDRL DESCRIPTION

Number: NEXT-8 (C6-1)

VEHICLE AND GSE TELEMETRY FORMATS

DESCRIPTION/PURPOSE:

To provide all telemetry (RF and hardwire) formats for vehicle systems, GSE and sub-systems testing, including detailed description of formats that will allow NASA to process, display and verify all launch vehicle and GSE telemetry (RF and hardwire).

DATA REQUIREMENTS:

The environmental spacecraft data shall include the raw vehicle and GSE telemetry (RF and hardwire) formats if any and shall include as a minimum:

- (A) PCM Data Stream Description: this file will describe the format of the Pulse Code Modulation (PCM) telemetry data stream. A new file must be delivered if the formatting of the PCM data stream is modified. It must include:
 - (i) Bit rate in bits per second
 - (ii) Location and description of sync word
 - (iii) Number of minor frames in major frame
 - (iv) Size of minor frame
 - (v) Number of bits per word or syllable

- (B) Measurement Description File: this file must be standard ASCII text or another format easily read with a personal computer using commercially available software. A new file must be delivered if any measurement or calibration changes are made to the launch vehicle and/or GSE telemetry stream. It must include:
 - (i) Measurement ID
 - (ii) Measurement description
 - (iii) Engineering units of measurement
 - (iv) Location of measurement in minor frame
 - (v) Word step rate of measurement if supercommutated
 - (vi) Size of measurement in bits or bytes
 - (vii) Type of measurement
 - (viii) Initial minor frame number where measurement is found

- (ix) Type of measurement

CDRL DESCRIPTION

Number: NEXT-8 (C6-1) (cont)

- (x) Initial minor frame number where measurement is found
- (xi) Frame step rate of measurement if found in more than 1 minor frame
- (xii) Special conversion algorithm from raw to engineering units if not standard polynomial
- (xiii) Calibration coefficients for conversion from raw to engineering units
- (xiv) Bit number in word if measurement is a discrete
- (xv) List of guidance modes that measurement is valid
- (xvi) Method of determining guidance modes
- (xvii) Measurement mask if required
- (C) Description of rules used to format measurement description file including:
 - (i) Description of each field in file
 - (ii) Description of all codes or abbreviations
 - (iii) Method of determining revision level or revision date
- (D) Non-PCM Data Stream Description: This file will describe the format of the data stream location and description of all measurements, and the calibration data required to convert from raw to engineering units.
- (E) A list of flight events which will occur for each mission and the nominal time for event occurrence. If event can occur at variable times, this must include a description for determining event time during flight.
- (F) A list of predicted position and velocity state vectors for significant events during flight. This list must include, at a minimum, the end of all powered flight phases and payload separation. A description of the coordinate system used to provide the state vectors must also be included. This list must be delivered for every mission.
- (G) A list of vehicle attitude measurements and description of format used.

All files must be delivered using an electronic medium.

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ATTACHMENT J.3
Milestone Deliverable Descriptions and Requirements
for
NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)
August 5, 2013

ATTACHMENT J.3 - Milestone Deliverable Descriptions and Requirements

Event	Schedule	Payment Amount Percentage
Kick Off Meeting	NET Award + 2 weeks	5
System Requirements Review (SRR)	NET Award +3 months	10
Preliminary Design Review (PDR)	NET SRR + 3 Months	10
Critical Design Review (CDR)	NET PDR + 6 Months	10
Qualification Testing (QT)	CDR + 6 Months	15
Design Certification Review (DCR)	NET QT + 6 Months	15
Launch Vehicle Readiness Review (LVRR)	NLT L- 3 Months	10
Flight Readiness Review (FRR)/Launch Readiness Review (LRR) & Launch	NLT L-0	5
Post-Launch Assessment Report	NLT Launch + 2 months	20

No Earlier Than (NET)

No Later Than (NLT)

Milestone Deliverable Descriptions and Requirements

Mission specific is defined as services provided that are newly performed or developed specifically to meet the requirements of the payload and mission. All new, modified and unqualified launch vehicle systems (reference SOW section 4.0) are considered mission specific.

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

Kick-Off Meeting

- A. Vehicle Overview
- B. Proposed Schedule
- C. Risks to implementation of SOW

Design Reviews

The Contractor shall conduct and chair design reviews, as described below, that apply to the system, subsystem, component, and software level items. Where there is not a direct match between a SOW

specified design review(s) and the Contractor's standard review(s), the Contractor's review process will be acceptable provided it addresses equivalent content. All derived requirements from all system requirements must be identified and addressed in each of these reviews. NASA will approve the mission specific items that have a direct interface to the spacecraft/deployer in these reviews. Launch vehicle mission specific items will be presented to NASA for insight into the development of the launch service.

Mission Specific System Requirements Review (SRR)

The Contractor shall conduct an SRR prior to the Preliminary Design Review (PDR) to review the design requirements for the following items:

- (i) System requirements' identification and definition to a level adequate to verify launch vehicle performance capabilities.
- (ii) Design restrictions, limitations, and known violations.
- (iii) Physical and mechanical interfaces (e.g., payload to launch vehicle, payload envelope, and access provisions) including interfaces between new and existing launch vehicle systems.
- (iv) Electrical and Avionics systems interfaces (e.g., launch vehicle to payload, payload to umbilical, interfaces with electrical ground support equipment, pad electrical systems, ground batteries, telemetry, grounding, and power) including interfaces between new and existing launch vehicle systems.
- (v) Functional interfaces between the launch vehicle and the payload and interfaces between new and existing launch vehicle systems.
- (vi) Mass properties.
- (vii) Payload Environmental requirements (e.g., thermal, contamination, vibration, pressure, Electromagnetic Compatibility (EMC), shock, launch complex RF, and lightning).
- (viii) Orbital requirements, launch vehicle performance, launch window injection accuracy, and deployment attitudes and rates.
- (ix) Payload/Launch Vehicle separation requirements (e.g., separation conditions, launch vehicle post-separation maneuver requirements, and telemetry).

Mission Specific Preliminary Design Review (PDR)

The Contractor shall conduct a preliminary detailed design review prior to major commitment to drawings and design. Mission specific trade studies shall be completed prior to the PDR. The Contractor shall discuss analyses performed and their results along with comparisons to any similar proven designs. The Contractor shall evaluate the safety of the design and its ability to meet safety requirements. NASA reserves the right to withhold approval of this milestone if the mission specific design poses major problems that may cause significant schedule delays and until all action items related to the payload interface have been closed. As a minimum, the Contractor shall provide verification of the following items at the PDR:

- (i) All system requirements have been allocated to the subsystem and component level and the flow down is adequate to verify system performance.
- (ii) The design solutions being proposed are expected to meet the performance and functional requirements.
- (iii) The design does not pose major problems that may cause significant schedule delays.
- (iv) Overall system architecture has been established.
- (v) The design solution can be produced based on existing processes and techniques; if not, risk areas, which require unique and unproven processes, are identified and risk mitigation plans are established.
- (vi) An acceptable operations concept has been developed.
- (vii) Preliminary interfaces have been identified and are verifiable.
- (viii) Preliminary plans are established for end-to-end testing methodologies.
- (ix) Approximately 30% of the drawings released.
- (x) The preliminary ID (CDRL NEXT-3) has been submitted.

Mission Specific Critical Design Review (CDR)

The Contractor shall conduct a CDR before significant fabrication activity begins. The Contractor shall present a final detailed design using drawings, analyses, and evaluation testing that shows the design meets final performance and interface specifications, safety requirements, and mission objectives. The Contractor shall identify planned qualification and acceptance tests to be performed to prove validity. NASA reserves the right to withhold approval of this milestone if the mission specific design does not meet performance or schedule requirements and until all action items related to the payload interface have been closed. As a minimum, the Contractor shall provide verification of the following items at the CDR:

- (i) All known technical design problems and development anomalies have been resolved without compromising required system function, performance and safety. If not resolved a credible and detailed resolution plan exists to resolve them prior to qualification testing.
- (ii) The detailed design will meet performance, functional requirements, and schedule.
- (iii) Software simulations and prototyping results do not present any potential mission risks.
- (iv) All key engineering analyses have been performed to support the detailed design.
- (v) Integrated safety analysis identifying any remaining hazards and proposed resolution.
- (vi) Launch vehicle/payload compatibility test plans have been defined.

(vii) Approximately 90% of drawings released.

(viii) The baseline ID has been submitted (CDRL NEXT-3).

Mission Specific Qualification Testing (QT)

Demonstrates the functional performance of launch vehicle systems, with margin. Testing shall include major Contractor identified key systems, and shall include propulsion systems if applicable, necessary to demonstrate high confidence in the ability to successfully deliver the launch service. The QT success shall be subject to NASA approval. NASA reserves the right to withhold approval if the Contractor defined success criteria has not been met or if there is other reasonable evidence to suggest the QT is unsuccessful.

Mission Specific Design Certification Review (DCR)

The Contractor is required to demonstrate through the DCR that components and subsystems are “qualified” because they have been tested, analyzed, demonstrated, or shown by similarity to meet all functional requirements and demonstrate margin over all expected, storage, shipping, handling, flight, and acceptance environments. Qualification is required to be accomplished against the Contractor’s standard(s). It is recognized that launch service Contractor chooses or maintain their own technical standards for design and test; therefore the chosen standard(s) will be provided to LSP 1 month prior to the DCR to aid in our understanding of the qualification status.

The DCR will include the as built and qualified implementation/fabrication, component qualification, and system level qualification/compatibility. A DCR for NEXT is essentially an updated critical design review (CDR) after the mission specific items have completed design, manufacturing/fabrication, qualification testing, and final analysis. The presentation material of the DCR should cover all elements of the entire life cycle (e.g. requirements, design, analysis, critical fabrication methods, testing, and anomaly resolution if any). All flight critical mission specific components, systems and subsystems will be presented. NASA reserves the right to withhold approval of this milestone if the mission specific design is not qualified to the Contractor’s standard(s) and until all action items related to the payload interface have been closed.

Launch Vehicle Readiness Review

The Contractor shall conduct a Launch Vehicle Readiness Review to demonstrate that the launch site and launch vehicle are ready to proceed with launch vehicle processing activities at the launch site. The Contractor shall present as a minimum:

- (i) Mission description including S/C and launch vehicle configuration; integration status; summary of waivers; mission specific analyses results and status including updates if any from the Mission Specific DCR and mission specific analyses not related to qualification; flight launch vehicle and launch site hardware/software production and testing status, and assessments of any significant manufacturing anomalies
- (ii) A detailed schedule showing all activities (ground and flight) remaining to achieve a successful, on-time launch

Launch

Flight Readiness Review (FRR)

The Contractor shall conduct a FRR for the mission to ensure the launch vehicle is acceptable for flight and all Range and other mission requirements have been met, or will be satisfied prior to launch. The FRR shall include participation from any appropriate Range approving officials. The FRR is held approximately five (5) to ten (10) days before launch. As a minimum, the Contractor shall provide verification that:

- (i) All critical items required to proceed into final launch countdown are ready
- (ii) Vehicle configuration is defined and all vehicle systems have been verified IAW launch site test plans
- (iii) All previously recorded action items have been closed or are reflected on the schedule
- (iv) All previously held Contractor's readiness review actions have been closed or resolved
- (v) Launch site/Range support organizations have committed to launch
- (vi) Tracking and data support resources are committed to launch
- (vii) Any open work is identified and closeout plans and schedules are in place and supportable
- (viii) Any constraints to launch are identified and resolution plans developed
- (ix) Mission risks are known and documented
- (x) Launch commit criteria for payload and launch vehicle is approved and released

The Contractor shall also discuss:

- (i) Anomalies from previous missions if applicable,
- (ii) Hardware/software failures in the field
- (iii) Open corrective actions/problems reports
- (iv) Overview of Mission specific items

Launch Readiness Review (LRR)

The Contractor shall conduct a LRR for the mission to ensure the specific launch vehicle is acceptable for flight and all Range and other mission requirements have been met, or will be satisfied prior to launch. The LRR shall include participation from any appropriate Range approving officials. The LRR is held approximately two (2) days before launch. As a minimum, the Contractor shall provide verification that any open items and deviations from the FRR have been satisfied.

Post-Launch Assessment Report

Include verification that:

- i. The launch vehicle orbit at payload separation agrees with prediction, or if not, it is adequately understood so that future behavior can be predicted with confidence.
- ii. All anomalies have been adequately documented, and their impact on future Contractor operations is assessed. Further, anomalies related to the payload to launch vehicle interface have been had at least one credible cause identified to aid in the Contractors future resolution.

Mission Success Criteria

(A) A mission will be determined a *Mission Success*, if:

- (i) The payload is placed into the required orbit by the launch vehicle, and
- (ii) Received telemetry data shows the ID environments and parameters were not exceeded, and if the telemetry is not received
- (iii) The launch vehicle causes no damage to the payload during launch or thereafter from collision or contamination products.

(B) A mission will be determined a *Failed Mission* when the payload:

- (i) Is destroyed during launch/flight, or
- (ii) Cannot be separated from the launch vehicle

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

ATTACHMENT J.4

CUBESAT DEPLOYER INTERFACE TO LAUNCH VEHICLE PARAMETERS

for

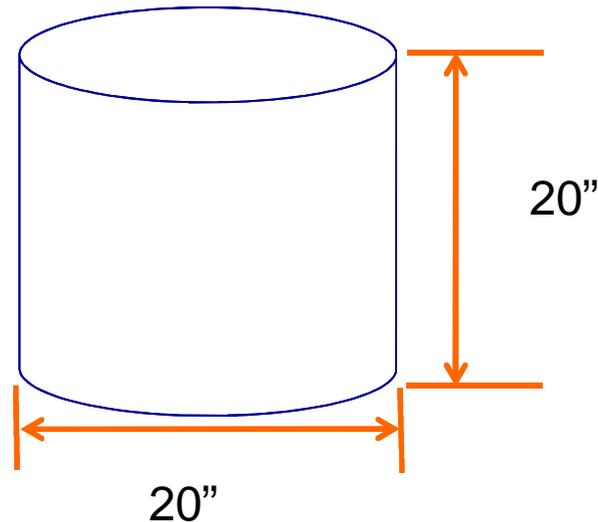
**NASA Launch Services (NLS) Enabling eXploration & Technology
(NEXT)**

August 5, 2013



- **Mechanical Interface adapter shall be a flat plate that can accommodate for a minimum of 3 vertical 3Us**
 - The hole pattern will be determined through the ID process
- **Deployers will have through holes, not threaded inserts**
- **The bulkhead can be threaded or lock nuts may be used on the aft side.**
- **Assume a base foot print of 5.5"x5.5" for each vertical 3U**

- **Minimum payload fairing volume to ensure sufficient static and dynamic clearance**





- **Electrical**
- **Operational Current Range:**
 - 1.25A to 6.25A (NLV will need to provide current limiting)
- **Deployment Pulse:**
 - 300 msec minimum (deployment pulse can be reduced with higher minimum current)
- **Mechanism Resistance:**
 - 1.9 Ohms to 4.3 Ohms (does not include harness resistance)
- **Redundancy:**
 - Provide deployment signals for primary and redundant deployment circuits

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:
None.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:
None

K.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), 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 SAM.]

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

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o 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 o is, o 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 o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o 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 o is, o 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 SAM 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 o has, o 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 o is, o 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 o is, o 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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o 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 o 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, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American 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, Panamanian, 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, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American 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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American 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;

(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 appeal rights.

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

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

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract 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 the SAM database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o 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) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of provision)

K.2 DOMESTIC SOURCE CERTIFICATION

An offeror shall complete and submit the following certification:

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

(A) Participation in this procurement is restricted to prime contractors from the United States launch vehicle/services industry meeting the definition of United States commercial provider.

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

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

(a) more than 50 percent owned by United States nationals; or

(b) a subsidiary of a foreign company and the Secretary of Transportation finds that—

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

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

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

(2) the country or countries in which such foreign company is incorporated or organized, and, if

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

- (I) providing comparable opportunities for companies described in subparagraph (B)(i)(a) to participate in Government sponsored research and development similar to that authorized under this Act;
 - (II) providing no barriers, to companies described in subparagraph (B)(i)(a) with respect to local investment opportunities, that are not provided to foreign companies in the United States; and
 - (III) providing adequate and effective protection for the intellectual property rights of companies described in subparagraph (B)(i)(a).
- (C) "Launch services" means all services required in the performance of this contract, excluding those necessary to produce or manufacture launch vehicle(s), its components and other equipment and facilities required in the performance of the contract. "Controlling interest" means ownership of an amount of equity in such entity sufficient to direct management or to void transactions entered into by management. Ownership of at least fifty-one (51) percent of the equity creates a rebuttable presumption that such interest is controlling.
- (D) The Contractor shall provide in the performance of this contract launch vehicles that are domestic end products. The launch vehicle shall be a domestic end product only if the cost of its components, mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of each component includes transportation costs to the place of incorporation into the launch vehicle and any applicable duty (whether or not a duty-free entry certificate is issued.) "Components," as used in this clause, means those articles, materials and supplies directly incorporated into the end product.
- (E) The Contractor shall provide, in the performance of this contract, domestic launch services. Launch services shall be considered to be domestic if the cost for launch services performed by United States industry sources exceeds 50 percent of the cost of the total required launch services.
- (F) The Offeror certifies that the proposal is, is not in compliance with paragraphs (A), (B), (C), (D), and (E) above. Any proposal failing to demonstrate its compliance with these criteria will not be considered for award.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 CONDITIONS AND NOTICES TO OFFERORS

L.1.1 CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to the Section are hereby incorporated by reference:

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FEB 2012)

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

None

L.1.2 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

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

(End of provision)

L.1.3 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Erik C. Whitehill
Contracting Officer
NASA, John F. Kennedy Space Center
Mail Code: OP-LS
Kennedy Space Center, FL 32899

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

(End of provision)

L.1.4 NFS 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

L.2 PROPOSAL INSTRUCTIONS

L.2.1 PROPOSAL PREPARATIONS

Proposals shall be submitted in three volumes within the established page limitations as detailed in L.2.2. Volumes shall be separated and delineated by tabs in a single appropriately sized 3-ring binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference.

Oral proposals and presentations will not be accepted.

(End of provision)

L.2.2 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

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

Volume	Proposal Part Required	Page Limit	No. of Hard Copies ¹	Required CD Copies
I	Technical/Management Capability	30	4	2
II	Past Performance	5	4	2
III	Price	None	4	2

¹ Includes original copy

- (a) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (b) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (c) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (d) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the

Government and will be returned to the offeror.

(End of provision)

L.2.3 OTHER PROPOSAL PAGE INSTRUCTIONS

Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, any introduction or narrative (i.e., opening letter or executive summary) will be counted against that section's page limitation. Tables, charts, graphs, plans, figures, diagrams and schematics shall be used whenever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than 10 point, be uncomplicated, legible, and appropriate for the subject matter.

Electronic copies shall be submitted in Adobe portable document format (PDF). File submissions shall be on CD-ROM media with all sessions and disk closed. This media shall be readable in any common, CD computer drive. All media shall be labeled with its data contents to the degree that the media can be properly archived and filed without the need to read the contents of the media.

(End of provision)

L.2.4 PROPOSAL DUE DATE

All offers shall be delivered by 12:00 PM (noon) September 9, 2013.

L.2.5 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS

- (a) Delivery Address: All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, Florida 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required. In addition, proposal package labels (applicable to mailed and hand-delivered proposals) shall contain the solicitation number, the name and address of the offeror, and be made to the attention of Erik Whitehill, Telephone: 321-867-5504.
- (b) Hand-Delivered Offers: Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.
- (c) Late Delivery of Offers/Bids: Late offers/bids will be processed in accordance with FAR 52.212-1, "Instructions to Offerors – Commercial Items," included in this solicitation.

(End of provision)

L.2.6 COMMUNICATIONS REGARDING THIS SOLICITATION

Any communications in reference to this solicitation shall cite the solicitation number NNK13475600R and be directed to Erik C. Whitehill, Contracting Officer at erik.c.whitehill@nasa.gov. Questions regarding this solicitation must be presented in writing and shall be submitted to the above e-mail address no later than August 20, 2013, at 12:00 p.m. (noon) to allow for analysis and dissemination of

responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(End of provision)

L.2.7 OFFEROR ACCEPTANCE PERIOD

It is requested that offerors indicate a proposal validity period of 90 days.

L.3 PROPOSAL CONTENT

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

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

It will be the responsibility of each offeror to demonstrate not only the overall quality of their proposed methodologies to perform all of the required tasks, but also how their experience matches the SOW performance requirements.

In the event that subcontractors are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

L.3.1 TECHNICAL & MANAGEMENT CAPABILITY

The proposal should describe the offeror's technical and management approach to the requirements of the work to be performed, without simply mirroring the content of the Statement of Work. The offeror's proposal shall provide the detail necessary to substantiate their approach, and include a description of the launch vehicle capabilities, launch site, and any specific methods, procedures, and/or tools, which would be implemented in the performance of the contract. Offerors will identify any technical, scheduling, performance or financial risks associated with their proposals, and describe how they will resolve or avoid the identified risks.

SPECIFIC INSTRUCTIONS. Technical proposals will address the following sub-factors, which will be evaluated to determine acceptability.

1. Program Management - The offeror's proposal shall describe the technical and management

approach to planning, documenting, and executing a launch service. The offeror shall describe its approach to receiving FAA approval/licensing and obtaining the necessary coordination with the proposed launch site and Range.

2. **Technical Capability** - The offeror's proposal shall demonstrate its knowledge, skill and understanding of design, test, analysis, and manufacturing of a launch vehicle. The offer shall clearly identify the launch vehicle capabilities to meet the minimum NEXT requirements described in the SOW, as well as the proposed CubeSat integration processing and launch environments. If the proposed launch vehicle is still in development, then the offeror shall discuss their proposed technology, identify the technical readiness level (TRL) and complexity and describe how it supports the proposed launch vehicle configuration and proposed CubeSat integration processing and launch environments. TRL definitions can be found at http://esto.nasa.gov/files/trl_definitions.pdf
3. **Operations** - The offeror's proposal shall demonstrate their knowledge, skill and understanding of the technical, managerial and operational details of launch vehicle testing, integration, check out, launch telemetry, and mission assurance. The offeror's proposal shall describe its understanding of and approach to providing the required skills to conduct effective and safe launch operations.

L.3.2 PAST PERFORMANCE

The Government will contact organizations for which an offeror and subcontractors have previously performed work that is relative to this requirement in order to obtain performance appraisals. If possible, your past performance references should demonstrate the following:

- (1) The use of the proposed technology that supports the proposed launch vehicle configuration,
- (2) or increasing technical complexity with launch vehicle development and integration & testing.
- (3) Experience with partnering for use of assets for integration & launch.

The information requested below is required of the offeror and subcontractors for the past performance evaluation, however, offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(2)(iii).

- (1) A list of the three (3) most relevant active or ended contracts, in the last three years, by name, contract number, brief description, type, and total original, and present or final contract value. References with Government contracts are preferred but not required.
- (2) Customer's name, address, email address, and telephone number of both the lead contractual and technical personnel. (Please verify phone numbers provided are current and correct.)
- (3) Date of contract, place(s) of performance and delivery dates or periods of performance.
- (4) Relationship of this work to the work that will be performed under this contract, (i.e., how is it specifically comparable). There should be discernible links between this discussion and the SOW to be performed.
- (5) Magnitude of work directly accomplished by the company on the relevant contract in relation to the total effort.

- (6) Method of acquisition: competitive or noncompetitive
- (7) Nature of award: initial or follow on
- (8) Any major problems and how they were overcome (safety and health area, environmental citations, etc.). List any major deviations or waivers to requirements that were granted by the customer.
- (9) Whether delivery was on time and, if not, why; adherence to program schedules, incentive performance (i.e., schedule and technical) history, if applicable.
- (10) Average number of personnel on the contract per year
- (11) List any Government contracts terminated (partial or complete) within the past three years and basis for terminations (convenience or default). Include the contract number, name, address, email address, and telephone number of the terminating officer. Include contracts that were de-scoped by the customer because of performance or cost problems.

Past Performance Questionnaire:

NOTE: Offerors are not required to submit questionnaires if your referenced contract's past performance information is available in the Contractor Performance Assessment Reporting System (CPARS) or in the Federal Awardee Performance and Integrity Information System (FAPIS) .

Complete Attachment L-2 Past Performance Questionnaire, to identify up to three contracts (completed and/or ongoing) that the offeror or subcontractor has had within the past three years that best shows your ability to perform the requirements of the contemplated contract.

The offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer by the proposal due date in a sealed envelope, by fax, or e-mail as identified below:

Erik C. Whitehill, Contracting Officer
Mail Stop OP-LS, Kennedy Space Center, FL 32899
Fax (321) 867-1188, email erik.c.whitehill@nasa.gov

The offeror shall include in its written proposal, a list of those to whom the questionnaire was sent including name of individual, current and verified phone number, organization, and contract number. The questionnaire shall be returned to the Contracting Officer prior to the proposal due date indicated on the solicitation's cover page (SF1449). It is the offeror's responsibility to ensure that its references deliver the questionnaires to NASA by the required time and date.

The Government may obtain additional information for use in the evaluation of past performance from any source, including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. Although the Government has the ability to see information from any source, this does not place any duty upon the Government to locate past performance information. The burden of providing all such information is always upon the offeror in question.

The ability of the Government to see past performance information from any source is not limited by any restrictions upon offerors in the solicitation regarding the number or nature of contracts to be submitted for review. For example, if the solicitation limits each offeror to submitting three relevant contracts performed during the past three years, the Government may nevertheless independently locate and evaluate five contracts performed by the offeror in the past three years.

The Government will seek to engage in an even-handed and fair evaluation process, however, the

Government has absolutely no obligation to engage in 'equal' comparisons of past performance of all offerors. For example, if the Government receives information from outside sources regarding the past performance of two additional contracts of an offeror, the Government is not then obligated to search for the past performance of two additional contracts for every other offeror.

In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance

L.3.3 VOLUME III – PRICE

General Price Proposal Information

In accordance with NFS 1815.403-3 Certified cost and pricing data is not required. Offerors shall complete Contract Line Item Pricing at Table B.1, and Attachment L-1.

L.4 LIST OF ATTACHMENTS

Attachment No.	Attachment Title
L-1	Price Proposal Template
L-2	Past Performance – Questionnaire

NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT)

Price Proposal Template

Table B-1: Supplies and/or Services To Be Provided and Price

CLIN	DESCRIPTION	QTY/UNIT	FIRM FIXED PRICE
1.0	NEXT Launch Service (September 30, 2013, through December 15, 2016)	1 SERVICE	\$
	TOTAL		\$

Table H-1: Launch Service Payment Schedule

Milestone/ Commercial Interim Payment No.	Invoice Submission Dates	Payment(s) Months Before / After Milestone	Amount (% of Launch Service CLIN Price)	Projected Invoice Value (\$)	Cumulative Amount of Launch Service Payments (\$)
	<i>Offerors to insert projected invoice submission dates</i>			<i>Offerors to insert individual dollar amounts associated with projected invoice</i>	
1		Award + 2 weeks*	5		TBP
2		Award + 3 months*	10		TBP
3		SRR + 3 months*	10		TBP
4		PDR + 6 months*	10		TBP
5		CDR + 6 months*	15		TBP
6		QT + 6 months*	15		TBP
7		L -3 months**	10		TBP
8		L-0**	5		TBP
9		Launch + 2 months**	20		TBP

* - No Earlier Than

** - No Later Than

PRESENT/PAST PERFORMANCE QUESTIONNAIRE

Complete one letter and form for each Past Performance reference. Additional space or blank sheets may be added to answer any question.

Transmittal Letter to Accompany Present/Past Performance Questionnaire

FROM:

SUBJECT: Present/Past Performance Questionnaire for Contract(s):

We are currently responding to NASA Kennedy Space Center's (KSC) Request for Proposal (RFP) NNK11370724R for NASA Launch Services (NLS) Enabling eXploration & Technology (NEXT). This RFP requires Offerors to identify customers and solicit their response regarding our performance. We are providing present and past performance data to NASA KSC relating to our performance on contract [Insert Contract Name/Number]. The RFP instructs that we provide our customers with the attached questionnaire and requests that you provide requested data and submit it by the proposal due date directly to the following mailing or email address or FAX number:

NASA/Kennedy Space Center
Office of Procurement
Attn: Erik C. Whitehill
Mail Code: OP-LS
Kennedy Space Center, FL 32899

Email: Erik.C.Whitehill@nasa.gov
FAX: (321) 867-4848

The information contained in the completed Past Performance Questionnaire is considered sensitive and cannot be released to us, the Offeror. If you have any questions about the acquisition or the attached questionnaire, your questions must be directed back to the KSC point of contact identified above. Thank you for your timely assistance.

Sincerely,

SECTION 1: GENERAL INFORMATION

OFFEROR IDENTIFICATION	
Offeror address (Name, Division, Address):	
Contract number:	
Contract type:	
Product/service description:	
Contract award date:	
Period of performance (basic and any options):	
During contract performance, offeror was the (e.g., prime, significant subcontractor, team member)	
Percentage of the total contract value performed by offeror	
Total contract value	
Does a corporate or ownership relationship exist between the offeror being evaluated and your firm? If yes, please describe:	
Unusual contract features or conditions:	
RESPONDENT INFORMATION	
Name of evaluator:	
Telephone number and email address of evaluator:	
Position title:	
Agency/Company (Name, Division, Address):	
Your role in the program/contract	
Length of involvement in this program/contract:	
Date questionnaire completed:	

SECTION 2: PAST PERFORMANCE EVALUATION RATINGS

Please provide your assessment of the extent of relevant experience with work performed under the contract for which you are a reference. The following definitions are offered for your use in assigning a relevancy rating:

- (a) **Significant Experience** means that a full range of services was routinely performed by the contractor under the associated description.
- (b) **Moderate Experience** describes a contractor who has experience in several aspects of a work element even though the experience may not have been on a continuous basis or directly related to services provided performed under the contract.
- (c) **Minimal Experience** means that, although at least some aspects of the work may have been performed, such performance was limited in scope or frequency, or the work element was not performed under the contract.
- (d) **N/A** means not applicable

Performance Ratings: Based on your knowledge of the contract identified above, please provide your assessment of how well the Contractor performed on the questions listed in the table below. It is very important to keep in mind that only performance in the past 3 years is relevant. You are strongly encouraged to give a short narrative indicating why you chose the adjective you did, especially for

those answers that are "Good," "Fair," "or "Poor." The following definitions are offered for your use in assigning a performance rating:

- (a) **Excellent:** Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
- (b) **Very Good:** Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies.
- (c) **Good:** Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.
- (d) **Fair:** Meets or only slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
- (e) **Poor:** Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas, deficiencies in one or more areas which adversely affect overall performance.
- (f) **N/A:** Not applicable

SECTION 3: PERFORMANCE EVALUATION

Description	Relevant Experience (X)				Performance Rating (X)					
	Signifi- -cant	Mode- -rate	Mini- -mal	N/A	Excel- -lent	Very Good	Good	Fair	Poor	N/A
TECHNICAL PERFORMANCE										
Ability to partner for use of assets for integration & launch Comments:										
Ability to perform launch vehicle planning Comments:										
Ability to perform launch vehicle analysis Comments:										
Ability to perform launch vehicle design Comments:										
Ability to perform launch vehicle development Comments:										
Ability to perform launch vehicle production Comments:										
Ability to perform launch vehicle integration Comments:										
Ability to perform launch vehicle testing Comments:										
Ability to provide launch operations to transport payload to a desired orbit Comments:										
Ability to provide Payload Processing Comments:										
Responsiveness to changes in technical direction Comments:										
Compliance with technical requirements and performance standards Comments:										

Ability to identify and mitigate risks Comments:										
Ability to plan, document, and implement a mission assurance program Comments:										
	Relevant Experience (X)				Performance Rating (X)					
Description	Signifi- -cant	Mode- -rate	Mini- -mal	N/A	Excel- -lent	Very -Good	Good	Fair	Poor	N/A
MANAGEMENT PERFORMANCE										
Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment Comments:										
Ability to develop and implement management functions to ensure all contracted activities were accomplished in accordance with contract terms and conditions Comments:										
Ability to effectively coordinate, integrate, and manage subcontractors Comments:										
Ability to integrate all elements of the contract to facilitate cross department communications Comments:										
Ability to provide and maintain management systems for the planning, organization, control, and reporting of all activities required by the contract Comments:										
Attentiveness to overall safety and health Comments:										
Effectiveness in interfacing with the Government's staff Comments:										
Rate the Contractor's compliance with export control requirements Comments:										
SCHEDULE PERFORMANCE										

Content, accuracy, quality, and timeliness of technical, management, and financial reports and deliverables Comments:											
Timely identification and mitigation of risks Comments:											
Ability to identify and correct performance deficiencies in a timely manner Comments:											
Description	Relevant Experience (X)				Performance Rating (X)						
	Signifi- -cant	Mode -rate	Mini- mal	N/A	Excel- lent	Very Good	Good	Fair	Poor	N/A	
COST PERFORMANCE											
Ability to effectively plan efforts, provide realistic cost and schedule estimates, etc Comments:											
Adherence to estimated costs and contract cost targets Comments:											
Ability to forecast and control costs Comments:											

GENERAL CONTRACT INFORMATION

(a) Contract Value:

Initial Estimated Cost:

Initial Fee/Profit:

Initial Total Value:

Current/Final Estimated Cost:

Current/Final Fee/Profit:

Current/Final Total Value:

Briefly describe any change(s) from original contract value:

(b) Was there a cost overrun/under-run?

Yes

No

If yes, what was the magnitude? Please explain:

(c) Has the contract been partially or completely terminated for default or convenience?

No

Yes

If yes, please explain the reason for termination (i.e., inability to meet cost or delivery schedules, performance, etc):

(d) Approximately how many people were/are employed under this contract?

(e) Did any accidents or industrial illnesses resulting in lost time occur under this contract?

No

Yes

If yes, please provide details:

(f) Would you select this Contractor again?

No

Yes

Please explain:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government intends to evaluate the lowest priced proposal first, and if it is determined to be technically acceptable and having acceptable past performance, then make award to that offeror. In the event that the lowest priced proposal is not acceptable, then the second lowest priced proposal will be evaluated, and if acceptable, award will be made to that offeror. This process will continue until the lowest priced technically acceptable proposal is identified.
- (b) Proposals will be evaluated in accordance with FAR 52.212-2, Evaluation-Commercial Items (JAN 1999), on the basis of the lowest evaluated priced technically acceptable offer meeting or exceeding the requirements set forth in Attachment J-1, Statement of Work , FAR 15.305(a)(2) "past performance evaluation," and NFS 1815.305-70, "Identification of unacceptable proposals."
- (c) Proposals will be evaluated based on a lowest price technically acceptable manner. Proposals will either meet ALL requirements or fail. Based on the Technical/Management Capability evaluation and past performance evaluation, proposals will be rated as overall technically acceptable or not acceptable.

The offeror's technical and management proposals will be evaluated on the following subfactors using the criteria identified below:

Program Management: The requirement is met when the offeror's proposal sufficiently describes and demonstrates its approach and understanding of performing programmatic tasks, detailing use of specific tools, processes, and techniques, that assure successful on-time, on-cost, and delivery of the proposed configuration.

Technical Capability: The requirement is met when the offeror's proposal provides evidence that it meets the minimum NEXT requirements for launch vehicle capabilities as described in the SOW and supports the demonstration of system/sub-system TRL (minimum NASA TRL-6), and the required maturity that will enable a launch service in time for the NEXT launch (minimum of TRL-8 at FRR, successful launch of NEXT achieves TRL-9).

Operations: The requirement is met when the offeror sufficiently provides evidence of their demonstrated experience in successfully planning, tracking, and executing complex operational tasks of similar complexity and scope.

Past Performance: The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The offeror's recent and relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. The evaluation will consider the offeror's inputs, responses from references, and past performance questionnaires. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation.

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The Government will evaluate past performance and assign level of confidence ratings as defined in NFS 1815.305(a)(2). Based on the level of confidence rating assigned to the offeror, a rating of acceptable or unacceptable will be assigned for past performance. An acceptable rating will be given to an offeror whose past performance confidence rating is: very high, high, moderate, or neutral. An unacceptable rating will be given to an offeror whose past performance level of confidence rating is: low or very low.

A technical acceptable rating will be given to an offeror whose Technical/Management Capability factors and sub-factors fully describe and demonstrate a reasonable approach to fulfilling the minimum solicitation requirements and the offeror has acceptable past performance.

A technical unacceptable rating will be given to an offeror whose Technical/Management Capability factors and sub-factors do not fully describe and demonstrate a reasonable approach to fulfilling the minimum solicitation requirements or does not have acceptable past performance.

- (d) 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.